



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and his witness. The tenant did not attend.

The landlord provided documentary evidence and testimony that he served the tenant with notice of this hearing by personally on July 16, 2011 and that this service was witnessed by a third party.

The landlord submitted a summary of issues dated August 2, 2011 indicating the tenant had vacated the rental unit without notice on or before July 28, 2011 and provided no forwarding address. The landlord included in this submission an explanation of additional charges against the tenant for leaving the rental unit in a condition that require cleaning and repairs, including the inability to rent the unit for the month of August 2011 due to the condition of the rental unit.

As the landlord cannot locate the tenant, I cannot consider the additional items listed in his submission in this Application for Dispute Resolution. The landlord remains at liberty to file a new Application for Dispute Resolution seeking this compensation should he locate her in accordance with the limitations within the *Residential Tenancy Act (Act)*.

I also note there is no longer a need for an order of possession and I amend the landlord's Application to exclude the matter of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord testified the tenancy began on July 1, 2010 as a month to month tenancy for the monthly rent of \$700.00 due on the 1st of each month and a security deposit of \$350.00 was paid; and

The landlord provided a copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on July 7, 2011 with an effective vacancy date of July 17, 2011 due to \$700.00 in unpaid rent.

Documentary evidence and testimony filed by the landlord indicates the tenant failed to pay the full rent owed for the months of July and August 2011 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent personally on July 7, 2011.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days.

Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice was received by the tenant on July 7, 2011 and the effective date of the notice was July 17, 2011. I accept the evidence before me that the tenant failed to pay the rent owed in full within the 5 days granted under Section 46(4) of the *Act* and that the tenant vacated the rental property on or before July 28, 2011.

As such, I find the landlord is entitled to rent for the month of July 2011. However, as the tenant vacated the rental unit prior to the start of the new rental period of August 2011, and based on the 10 Day Notice to End Tenancy, I find the landlord is not entitled to rent for the month of August 2011.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$700.00** comprised of rent owed. I order the landlord may deduct the

security deposit and interest held in the amount of \$350.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$350.00**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 15, 2011.

Residential Tenancy Branch