



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### 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 only. The tenant did not attend.

Based on the written submissions of the landlord that the tenant was served with notice of this hearing via registered mail, I find that the tenant has been sufficiently served with documents pursuant to the *Residential Tenancy Act (Act)*.

At the outset of the hearing the landlord testified the tenant moved out of the rental unit on or before July 28, 2011. As such, the landlord no longer requires an order of possession and I amend the landlord's Application to exclude the matter of possession.

The landlord also noted that he wished to withdraw his application to include the payment of utilities at this time, I accept this amendment. Further the landlord testified that the tenant had caused damage to the rental unit floor and he sought to amend his application to include this matter.

As this matter was not identified in the landlord's original Application and this hearing was specifically for matters related to the non-payment of rent, I denied the landlord's request to include this matter on this Application.

The landlord remains at liberty to file a new and separate application on the utilities and damage to the flooring matters.

### 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 *Act*.

### Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on August 20, 2010 for an 11 month fixed term tenancy beginning on August 16, 2011 for the monthly rent of \$800.00 due on the 1<sup>st</sup> of each month and a security deposit of \$400.00 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on July 11, 2011 with an effective vacancy date of July 21, 2011 due to \$800.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the month of July 2011 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door on July 11, 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 is deemed to have been received by the tenant on July 14, 2011 and the effective date of the notice is amended to July 24, 2011, pursuant to Section 53 of the *Act*. 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*.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$850.00** comprised of \$800.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$400.00 in partial satisfaction of this claim. I grant a monetary order in the amount of

**\$450.00.** 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 22, 2011.

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Residential Tenancy Branch