



Dispute Resolution Services

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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.

The landlord served the tenant with notice of this hearing via registered mail and I accept the tenant was served sufficiently with notice of this hearing.

The landlord noted at the start of the hearing that the tenant vacated the rental unit by August 10, 2011 and that there is no longer a need for an order of possession. I amend the landlord's Application to exclude matters related to 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 in November 2009 for a monthly rent of \$500.00 due on the 1st of each month and that a security deposit of \$250.00 was paid.

The landlord submitted a copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on July 20, 2011 with an effective vacancy date of July 30, 2011 because the tenant failed to pay \$1,000.00 in rent that was due on June 1, 2011.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the months of June, July, and August 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 20, 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 23, 2011 and the effective date of the notice is amended to August 3, 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 for the months of June and July 2011

However, as I have determined the end of the tenancy, based on the notice issued by the landlord, I find the tenant is only responsible for rent for the 10 days of August 2011 that he overheld possession of the rental unit.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,211.29** comprised of \$1,161.29 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 \$250.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$961.29**. 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 31, 2011.

Residential Tenancy Branch