

Decision

Dispute Codes: OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent or utilities / retention of the security deposit / and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony. As the tenant has vacated the unit, the landlord withdrew the application for an order of possession.

Despite being served by way of registered mail with the application for dispute resolution and notice of hearing (the "hearing package"), the tenant did not appear. Evidence provided by the landlord includes the Canada Post tracking number for the registered mail. The Canada Post website informs that a notice card was left at the unit "indicating where item can be picked up." Ultimately, the registered mail was returned to the landlord. However, pursuant to section 90 of the Act which speaks to **When documents are considered to have been served**, the hearing package is deemed to have been received.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the fixed term of tenancy was from July 1, 2009 to June 30, 2010. Thereafter, tenancy continued on a month-to-month basis. Monthly rent of \$875.00 and parking of \$20.00 were payable in advance on the first day of each month. A security deposit of \$437.50 was collected. An addendum to the tenancy agreement provides that a fee of \$25.00 will be assessed in the event of late payment of rent.

Arising from rent which was unpaid when due on July 1, 2011, the landlord issued a 10 day notice to end tenancy for unpaid rent dated July 2, 2011. The notice was served by way of posting on the tenant's door as well as by delivery to the tenant's mail box on that same date. A copy of the notice was submitted in evidence. Subsequently, the tenant made no further payment toward rent and vacated the unit on or around August 1, 2011, without leaving a forwarding address. The landlord found a unit in need of

cleaning and repairs and, accordingly, the unit is not yet suitable for new renters to take possession.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated July 2, 2011. The tenant did not pay the outstanding rent within 5 days of receiving the notice, did not apply to dispute the notice, and subsequently vacated the unit.

As for the monetary order, I find that the landlord has established a claim of \$1,890.00. This is comprised of \$920.00 combined in unpaid rent, parking and fee for late payment of rent for July 2011 (\$875.00 + \$20.00 + \$25.00), in addition to \$920.00 for these same items with respect to August 2011, and the \$50.00 filing fee. I order that the landlord retain the security deposit of \$437.50, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,452.50 (\$1,890.00 - \$437.50).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of \$1,452.50. This order may be served on the tenant, filed in the Small Claims Court and 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*.

DATE: August 17, 2011

Residential Tenancy Branch