



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 was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security - Section 38
4. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by personal service on September 01, 2011 in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord advised the tenant subsequently vacated on September 16, 2011.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on February 01, 2011 and ended September 16, 2011. Rent in the amount of \$750 is/was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$375. The tenant failed to pay rent and accrued arrears of \$1850 by August 21, 2011, at which time the landlord served the tenant with a notice to end tenancy for non-

payment of rent. The tenant further failed to pay rent in the month of September 2011. The quantum of the landlord's monetary claim is for the unpaid rent up to September 16, 2011 – prorated to **\$2225**.

Analysis

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice.

Based on the above facts I find that the landlord has established a monetary claim for **\$2225** in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$2275**. The **security deposit** will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears	\$2225.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and applicable interest <i>to date</i>	-375.00
Total Monetary Award	\$1900.00

Conclusion

I order that the landlord retain the **deposit** and interest of \$375 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$1900**. If necessary, this order may be 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*.