



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent on September 16th, 2011, and provided a Canada Post tracking number. The tenant did not participate and the hearing proceeded in the tenant's absence.

At the outset, the landlord stated that the tenant moved out of the rental unit on September 30th, 2011. Therefore the landlord withdrew his application for an Order of Possession.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. Pursuant to a written agreement, the tenancy started on February 1st, 2011. The rent was \$599.00 payable on the first of each month. The tenant paid a security deposit of \$299.50.

The landlord testified that he met the tenant as he was moving out on September 30th, 2011 and that tenant said that he was not able to pay September's rent and that he was relocating to Saskatchewan. The landlord said that the tenant did not provide a forwarding address.

In his documentary evidence, the landlord provided a copy of the 10 Day Notice to End Tenancy dated September 2nd, 2011, with proof of service that the notice was posted on the tenant's door on that day.

Analysis

I accept the landlord's undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Based on the documentary evidence and the landlord's testimony I find that the tenant did not pay rent for September 2011 and that the landlord is entitled to a monetary order to recover that month's rent.

Conclusion

The landlord established a claim of \$599.00. I authorize the landlord to retain the tenant's \$299.50 security deposit for a balance owing of \$299.50. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$349.50.

This Order may be registered 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*.

Dated: October 13, 2011.

Residential Tenancy Branch