



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only.

The landlord testified that the tenant had vacated the rental unit sometime on or before November 5, 2011 and that the tenant has had no contact with the landlord except for a phone call from the tenant asking the landlord not to have his car removed as he would be removing it himself within a few days.

As the tenant has vacated the rental the landlord agreed there was no longer a need for an order of possession and I amend the Application to exclude matters related to possession of the rental unit.

Further the landlord withdrew his claim for compensation for damage to the rental unit and other damage or loss resulting from the tenancy. I accept the landlord's amendment and note that the landlord remains at liberty to file a new Application for Dispute Resolution in the future, if he decides to pursue these issues, in accordance with the *Residential Tenancy Act (Act)*.

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, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord testified the tenancy began on September 1, 2011 as a 1 year fixed term tenancy for a monthly rent of \$850.00 due on the 1st of each month and that the tenant paid a security deposit of \$425.00.

The landlord further testified that the tenant failed to pay rent on October 1, 2011 and on October 14, 2011 he issued a 10 Day Notice to End Tenancy for Unpaid Rent with an effective vacancy date of October 18, 2011 due to unpaid rent in the amount of \$850.00.

The landlord further testified the tenant failed to pay the full rent owed for the months of October and November 2011 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent personally on October 19, 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 evidence and testimony 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 October 19, 2011 and the effective date of the notice is amended to October 29, 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 October and November 2011.

Based on the foregoing, I find the tenant is conclusively responsible for the payment of rent for the above noted months.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,750.00** comprised of \$1,700.00 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 \$425.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,325.00**.

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: November 17, 2011.

Residential Tenancy Branch