



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Although tenant (A) was served with the Application for Dispute Resolution and Notice of Hearing in person on October 26, 2011, although the tenant did not appear. I find that tenant (A) has been duly served in accordance with the Act.

The landlord indicated that tenant (B) was served with the Application for Dispute Resolution and Notice of Hearing by posting the documents to the door of the rental unit on October 26, 2011, although the tenant did not appear. I find that tenant (B) has not been duly served in accordance with Section 89(1) of the Act, and the landlord is granted leave to re-apply against this tenant.

This hearing proceeded with the landlord's application against tenant (A) for a monetary order.

The landlord gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order for unpaid rent?
Is the landlord entitled to keep all or part of the security deposit?

Background and Evidence

Based on the affirmed testimony of the landlord, I find that the tenants were served with a Notice to End Tenancy for non-payment of rent. The tenants have not paid all the outstanding rent and did not apply to dispute the Notice and are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. The tenants vacated the rental unit on October 31, 2011.

The landlord testified that the tenancy began on September 1, 2011. Rent was in the amount of \$920.00 per month payable on the first day of each month. The tenants paid a security deposit in the amount of \$460.00.

The landlord testified that the tenants have not paid rent for October 2011, in the amount of \$920.00 and is seeking a monetary order.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Although the landlord is entitled to an order of possession in these circumstances, the tenants have vacated the rental unit and therefore, an order of possession is no longer required.

I find that the tenants have failed to pay rent under the Act and tenancy agreement.

I find the landlord has established a total monetary claim against tenant (A) of **\$970.00** comprised of the balance of rent owed, and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the deposit and interest of **\$460.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$510.00** against tenant (A).

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

The landlord has leave to apply for further monetary orders.

Conclusion

The tenants failed to pay rent and did not file to dispute the Notice to End Tenancy, and vacated the rental unit. Therefore, an order of possession is not required.

The landlord is granted a monetary order against tenant (A) for rent due, and may keep the security deposit and interest, and has leave to apply for further monetary compensation.

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 15, 2011.

Residential Tenancy Branch