

## **Decision**

**Dispute Codes:** MNR, FF

### **Introduction**

This hearing was convened in response to the landlord's application for a monetary order as compensation for unpaid rent or utilities / and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony. Despite the landlord's affirmed testimony that the application for dispute resolution and notice of hearing (the "hearing package") was personally served on the tenant on September 7, 2011, the tenant did not appear.

### **Issues to be decided**

- Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement

### **Background and Evidence**

The particulars of the landlord's affirmed testimony are summarized below.

Pursuant to a written tenancy agreement the tenancy began on June 1, 2011. Monthly rent of \$1,250.00 was payable in advance on the first day of each month, and a security deposit of \$625.00 was collected.

Arising from rent which was unpaid when due on August 1, 2011, the landlord issued a 10 day notice to end tenancy for unpaid rent dated August 2, 2011. Subsequently, the tenant made no further payment toward rent and vacated the unit on August 15, 2011. The tenant provided the landlord with written consent to retain the \$625.00 security deposit in order to offset half the unpaid rent for August. Thereafter, new tenants were found for the unit effective from September 1, 2011. In the result, the landlord seeks to recover the balance of rent owed for August 2011 of \$625.00 (\$1,250.00 - \$625.00), in addition to the \$50.00 filing fee.

### **Analysis**

I find as credible the affirmed / undisputed testimony of the landlord as follows:

- that the tenant was personally served with the hearing package on September 7, 2011;

- that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated August 2, 2011;
- that the tenant did not pay the outstanding rent within 5 days of receiving the notice, did not apply to dispute the notice, and vacated the unit on August 15, 2011;
- that the tenant gave written consent to the landlord to retain the full security deposit, and
- that new renters were not found for the unit until September 1, 2011.

Following from all of the above, I find that the landlord has established a claim of \$675.00, which is comprised of \$625.00 in unpaid rent for August 2011, and the \$50.00 filing fee.

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$675.00**. Should it be necessary, 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: November 22, 2011

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Residential Tenancy Branch