

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession resulting from a 10 day notice to end tenancy for unpaid rent, a monetary order request for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend.

The Landlord states that the Tenant vacated the rental unit on November 17, 2011 and provided a forwarding address as noted on the Canada Post Registered Mail Receipt dated November 25, 2011 submitted into evidence. The Landlord states that he has confirmation that the notice of hearing and evidence package was received on November 29, 2011. I accept the Landlord's evidence and find that the Tenant is deemed served 5 days later on November 30, 2011. The Landlord has withdrawn his application for an order of possession as the Landlord now has possession.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent?

Is the Landlord entitled to retain all or part of the security deposit?

Background and Evidence

This Tenancy began on July 1, 2005 on a fixed term tenancy and then thereafter on a month to month basis as shown in the submitted signed tenancy agreement. The monthly rent is \$882.11 as shown in the notice of a rent increase document dated March 9, 2011. A security deposit of \$360.00 was paid at the beginning of Tenancy.

The Landlord states that the Tenant gave proper notice to vacate the Tenancy in October 2011 to end the tenancy on November 30, 2011. The Landlord states that when no rent was received on November 1, 2011 a 10 day notice to end tenancy dated November 2, 2011 was posted on the door of the rental unit which indicated that rent of \$882.11 was due on November 1, 2011 and was not paid. The effective date of the

notice shows as November 12, 2011. The Landlord states that no rent has been paid up to the date of this hearing.

Analysis

I accept the Landlord's undisputed testimony and I find that the Tenant was served with a notice to end tenancy for unpaid rent. The Tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the Tenancy ended on the effective of the notice.

Based upon the above facts, I find that the Landlord has established a claim for \$882.11 in unpaid rent. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$360.00 security deposit and the \$12.75 in interest which has accrued to the date of this judgement in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$559.36. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$559.36.
The Landlord may retain the security deposit of \$360.00 and accrued interest of \$12.75.

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: December 12, 2011.

Residential Tenancy Branch