



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MND, MNSD

Introduction

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

The hearing was conducted via teleconference and was attended by the landlord only. The tenant did not attend.

The landlord provided documentary evidence that he served the tenant with the notice of hearing documents and his Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on January 19, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the landlord on the 5th day after it was mailed.

Based on the written submissions of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

The landlord testified the tenant moved out of the rental unit on January 24 or 25, 2012 and has returned the keys, as such there is no longer a need for an order of possession. I amend the landlord's Application to exclude the matter of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit; 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, 46, 55, 67, and 72 of the *Act*.

Background and Evidence

The landlord testified the tenancy was on a month to month basis beginning on June 1, 2011 for the monthly rent of \$680.00 due on the 1st of each month and a security deposit of \$250.00 was paid; and

The landlord submitted the following documentary evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on January 11, 2012 with an effective vacancy date of January 21, 2012 due to \$4,080.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the months of August, September, October, November, and December 2011 and January 2012 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent personally on January 11, 2012.

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

In the absence of any testimony or evidence from the tenant I accept the landlord's submission that the tenant has failed to pay rent for the months of August, September, October, November, and December 2011 and January 2012.

As the landlord has provided no testimony or evidence regarding any damage to the rental unit, I dismiss this portion of the landlord's Application, with leave to reapply.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$4,130.00** comprised of \$4,080.00 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 \$250.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$3,880.00**.

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: February 02, 2012.

Residential Tenancy Branch