

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This is an application filed by the Landlord for a monetary order 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 was served with the original application by registered mail on December 1, 2011 and then subsequently with the amended application on January 11, 2012 by registered mail. The Landlord has included both Canada Post Registered Mail Receipts as evidence and confirmation that the Tenant received these packages. As such, I am satisfied that the Tenant was properly served under the Act.

### Issue(s) to be Decided

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

Is the Landlord entitled to retain the security deposit?

### Background and Evidence

This Tenancy began on June 1, 2010 on a fixed term tenancy until May 31, 2011 then thereafter on a month to month basis as shown in the submitted copy of the signed tenancy agreement. The monthly rent was \$1,150.00 and a security deposit \$575.00 is currently held by the Landlord. The Tenant vacated the rental unit on November 30, 2011.

The Landlord states that the Tenant was served with a 10 day notice to end tenancy dated November 2, 2011. The notice displays an effective date of November 12, 2011 and \$1,201.00 outstanding for unpaid rent. The Landlord states this consisted of \$1,176.00 in monthly rent and a \$25.00 late rent fee. The Landlord states that the monthly rent was increased in June 2011 by \$26.00 and relies on clause #10 of the signed tenancy agreement for the late rent charge.

Analysis

I accept the Landlord's undisputed testimony and I find that the Tenant was served with a notice to end tenancy for non-payment of 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 date of the notice.

Based upon the above facts, I find that the Landlord has established a claim for \$1,176.00 in unpaid rent and a \$25.00 for a late rent charge. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$575.00 security deposit in partial satisfaction of the claim and I grant the Landlord a monetary order under section 67 for the balance due of \$676.00. 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 \$676.00.  
The Landlord may retain the security deposit.

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 13, 2012.

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Residential Tenancy Branch