

## **DECISION**

Dispute Codes      OPR, MNR, MND, MNSD, FF

### Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent, for money owed or damage to the unit, 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 notice of hearing and evidence package by Canada Post Registered Mail on January 24, 2012. As such, I am satisfied that the Tenant was properly served with the notice and evidence under the Act.

It was clarified by the Landlord at the beginning of the hearing that the Tenant vacated the rental unit on February 1, 2012 and that an order of possession was no longer required. The Landlord also clarified that the only monetary claim is for unpaid rent, a parking fee and a late rent fee.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

### Background and Evidence

This Tenancy began on February 21, 2011 for a 12 month fixed term as shown in the submitted copy of the signed tenancy agreement. The monthly rent was \$1,435.00 payable on the 1<sup>st</sup> of each month and a Security Deposit of \$717.50 was paid on February 18, 2011.

The Landlord states that a 10 day notice to end tenancy was posted on the rental unit door on January 9, 2012 as shown with the proof of service document included in the evidence. The effective date of the notice is January 19, 2012 and January 2012 rent of \$1,435.00 and a January parking fee of \$30.00 was due. The Landlord states that the no payments have been made by the Tenant. The Landlord is also seeking a \$25.00 late rent fee. The Landlord is relying on a copy of the tenancy agreement and the parking agreement submitted as evidence.

### 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 date of the notice. The Landlord regained possession of the rental on February 1, 2012.

Based upon the above facts, I find that the Landlord has established a total claim of \$1,490.00 consisting of unpaid January 2012 rent of \$1,435.00, January 2012 parking fee of \$30.00 and a late rent fee of \$25.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$717.50 security deposit in partial satisfaction of this claim and I grant the Landlord a monetary order under section 67 for the balance due of \$822.50. 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 \$822.50.  
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 14, 2012.

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Residential Tenancy Branch