



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Background and Evidence

This tenancy began August 15, 2011 with monthly rent of \$925.00 and the tenant paid a security deposit of \$462.50.

On February 6, 2012 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent; the tenant has not filed to dispute this notice.

The landlord testified that that on March 3, 2012 the landlord was able to verify that the tenant had vacated the rental unit. The landlord stated that the rent and parking fee for February 2012 remains unpaid and the tenant owes the landlord \$950.00 for the month of February 2012.

The landlord stated that as the tenant has vacated the rental unit they no longer require an order of possession therefore this portion of the landlord's claim is dismissed.

The landlord is seeking a monetary order in the amount of \$950.00 for unpaid rent and parking fees.

### Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find that the tenant was properly 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 on the above facts I find that the landlord is entitled to a monetary order for \$925.00 in unpaid rent and \$25.00 in unpaid parking fees.

Accordingly I find that the landlord is entitled to a monetary order for \$950.00.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I find that the landlord has established a monetary claim for \$950.00 in unpaid rent and parking fees. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$462.50 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$537.50**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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*.

Dated: March 14, 2012

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Residential Tenancy Branch