

DECISION

Dispute Codes OPR, MNR, MNDC, 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 compensation for damage or loss under the Act, regulation or tenancy agreement, 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 Tenants were served with the notice of hearing and evidence package by Canada Post Registered Mail on June 4, 2012 as shown by the submitted Customer Receipt. Based upon this, I am satisfied that the Tenants were properly served with the notice of hearing and evidence package as deemed under the Act.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on April 1, 2012 on a fixed term tenancy ending on September 30, 2012 as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$825.00 payable on the 1st of each month and a security deposit of \$412.50 was paid on March 23, 2012.

The Landlord seeks an order of possession and a monetary order for unpaid rent for June and July of 2012 of \$1,650.00 (\$825.00 per month). The Landlord also seeks \$40.00 for a late rent fee of \$20.00 per month as per section 7 of the tenancy agreement. The Landlord is also seeking \$125.00 for professional carpet cleaning as per section 9(b) of the agreement for vacating the rental unit.

The Landlord served the 10 day notice to end tenancy for unpaid rent on June 4, 2012 in person on the same date to the Tenants. The Landlord has submitted a copy of a proof of service document to support this.

The Landlord states that she is aware that the Tenant, C.L. has vacated the rental unit but is unsure of the Tenant, P.C. as no notice or keys have been returned.

Analysis

I accept the undisputed testimony of the Landlord and find that the Tenants were served with the 10 day notice to end tenancy for unpaid rent. The Tenants did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice. The Tenants are therefore 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 is entitled to an order of possession. The Tenant must be served with the order of possession. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary order, I find that the Landlord has established a claim for \$1,650.00 in unpaid rent and \$40.00 in late rent fees. The Landlord is also entitled to recovery of the \$50.00 filing fee.

I find that the Landlord's request for \$125.00 for professional carpet cleaning to be premature as the Tenant has not yet vacated. The Landlord has also failed to provide any invoices or receipts for this cost. This portion of the Landlord's claim is dismissed with leave to reapply.

I order that the Landlord retain the \$412.50 security deposit in partial satisfaction of the claim and I grant the Landlord a monetary order under section 67 for the balance due of \$1,327.50. 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 an order of possession and a monetary order for \$1,327.50. 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: July 10, 2012.

Residential Tenancy Branch