

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession and 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 and did not submit any documentary evidence. The Landlord has submitted documentary evidence as well as an amendment dated September 17, 2012 received. The Landlord states that the Tenant was served with the notice of hearing and evidence package on August 23, 2012 by Canada Post Registered Mail and has also submitted a copy of the Customer Receipt Number into evidence. As such, I am satisfied that the Tenants were properly served with the notice of hearing and evidence submitted.

The Landlord states that the Tenants have vacated the rental unit sometime in September, but are unsure of the date. As such, the Landlord has withdrawn the request for an order of possession as no further action is required for this portion of the application.

The Landlord has also filed an amendment to the monetary claim raising it to \$3,687.60 from the original \$2,114.00. The Landlord states that the Tenant vacated the rental unit sometime in September and did not provide a forwarding address and was unable to serve the Tenants with the amendment. As such, I find that the amendment cannot be dealt with as there has been no notification to the Tenants. The amendment is dismissed with leave to reapply. The hearing shall proceed based upon the original application.

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 started on June 1, 2011 on a fixed term tenancy until November 30, 2011 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The Landlord states that the current monthly rent is \$1,032.00 based upon the Tenant Ledger submitted and that Tenant paid a security deposit of \$495.00 on May 20, 2011.

The Landlord states that the Tenants were served with the 10 day notice to end tenancy for unpaid rent dated July 2, 2012 in person on the same date. The Landlord states that no rent has been paid since the 10 day notice was served. The Landlord is seeking unpaid rent of \$2,064.00 in unpaid rent for July and August.

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 on July 2, 2012 in person. 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 Tenants have vacated the rental unit. Based upon the above facts, I find that the Landlord has established a claim for unpaid rent of \$2,064.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$495.00 security deposit in partial satisfaction of the claim and grant the Landlord a monetary order under section 67 for the balance due of \$1,619.00. 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 \$1,619.00.
The Landlord may retain the \$495.00 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: September 24, 2012.

Residential Tenancy Branch