

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.

Both parties attended the hearing by conference call and gave testimony. The Landlord has submitted documentary evidence which was sent to the Tenant. The Tenant has confirmed receipt of the notice of hearing and evidence package as well has confirmed that she did not submit any documentary evidence. As such, I am satisfied that both parties have been properly served with the notice of hearing and evidence package submitted as per 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

Both parties agree that a signed tenancy agreement exists and that the monthly rent is \$1,200.00 payable on the 1st of each month and a security deposit of \$600.00 was paid on September 12, 2011.

The Landlord has submitted documentary evidence that the Tenant was served with a 10 day notice to end tenancy on August 9, 2012. The Tenant paid by direct deposit a \$1,260.00 rent payment which was returned by the bank with notification that there were insufficient funds in the Tenant's account. The Landlord states that a 10 day notice to end tenancy for unpaid rent was posted on the rental unit door on August 9, 2012. The Tenant has confirmed receipt of this notice in her direct testimony. The effective date of the notice is stated as August 19, 2012. The notice states that rent of \$1,320.00 was due. This consists of \$1,200.00 in monthly rent, \$60.00 for monthly parking, \$25.00 for a late rent fee and \$35.00 for a NSF charge from the bank. The Tenant confirms in her direct testimony that the rent was unpaid and does not dispute the parking, NSF and late rent charges. The Landlord also claims that the same \$1,285.00 is outstanding in

an amendment that was filed that consist of \$1,200.00 September rent, \$60.00 monthly parking and a \$25.00 late rent fee. The Tenant has acknowledged receiving the amendment and does not dispute the Landlord's claims.

The Tenant stated at the end of the hearing that she has given notice to vacate the rental unit dated August 30, 2012 to vacate on September 27, 2012. The Landlord has acknowledged receiving this and states that is not relevant to the application. The Tenant has also stated that it is her intention to move out of the country and does not have a forwarding address, but that her copy of the notice can be sent to the dispute address.

Analysis

Based upon the undisputed testimony of the Landlord which was confirmed by the Tenant, I find that the Landlord is entitled to an order of possession for unpaid rent. The Tenant acknowledges in her direct testimony that rent for August was returned NSF and that no rent was paid for September as well. 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.

Based upon the undisputed testimony of the Landlord which was confirmed by the Tenant, the Landlord has established a claim for the total amount sought of \$2,605.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$600.00 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$2,055.00.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$2,055.00. 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: September 24, 2012.

Residential Tenancy Branch