



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit due to unpaid rent and a monetary order for unpaid rent.

The landlord appeared; the tenant did not appear.

The landlord gave evidence that he served the tenant with the Application for Dispute Resolution and Notice of Hearing by registered mail on December 14, 2012. The landlord supplied the receipt for the registered mail.

I find the tenant was served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary Issue-The landlord said that he had confirmation that the tenant had abandoned the rental unit by January 3, 2013. Therefore the landlord no longer requires an order of possession for the rental unit and I have amended his application to remove this request.

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amount of unpaid rent?

Background and Evidence

The landlord gave evidence that this tenancy began on August 1, 2011, monthly rent is \$1050.00, and a security deposit of \$525.00 was paid by the tenant at the beginning of the tenancy.

The landlord gave evidence that on December 3, 2012, he served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by posting it on the tenant's door, listing unpaid rent of \$1050.00 as of December 1, 2012. The effective vacancy date listed on the Notice was December 13, 2012.

Section 90 of the Act states that documents served by posting on the door are deemed delivered three days later. Thus the tenant was deemed to have received the Notice on December 16, 2012, and the effective move out date is automatically changed to December 16, 2012.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained the tenant had five days to dispute the Notice.

The landlord stated that the tenant did not make any further payments of rent before vacating the rental unit.

The landlord requested a compensation of \$1050.00 for the unpaid December rent and to retain the tenant's security deposit.

I have no evidence before me that the tenant applied to dispute the Notice.

Analysis

Based on the oral and written evidence and on a balance of probabilities, I find as follows:

I find the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent, did not pay the outstanding rent or apply to dispute the Notice within five days of service and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the landlord has proven a total monetary claim of \$1050.00 comprised of unpaid rent for December 2012.

Conclusion

At the landlord's request, I allow the landlord to retain the tenant's security deposit of \$525.00 in partial satisfaction of their monetary award.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$525.00, which I have enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement 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* and is being mailed to both the applicant and the respondent.

Dated: January 16, 2013

