



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an orally amended application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38
3. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided proof of registered mail service and tracking number for the mail sent to the dispute address on March 28, 2013. The landlord provided evidence that tenants vacated April 09, 2013. An Order of Possession is not required.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began in April 2010 and ended April 09, 2013. the rental agreement states the rent in the amount of \$1250.00 per month was payable in advance on the 1st. and 15th. day of the month each in the respective amount of \$625.00. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$725.00 which the landlord holds in trust. The tenant failed to pay all rent owing during the tenancy and on March 16, 2013 the landlord served the tenant by Registered mail with a notice to end tenancy for non-payment of rent stating that the tenant owed \$4950.00 to the end of March 2013. The landlord claims the tenant acknowledged

receiving the Notice, and the tenant is deemed to have received the Notice March 21, 2013. The tenant further failed to pay rent in the month of April 2013. The quantum of the landlord's monetary claim is for unpaid rent to end of April 2013.

Analysis

Based on the landlord's testimony and document evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied 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 and that they owe the amount stipulated in that Notice.

I find that the landlord has established a monetary claim for \$6200.00 in unpaid rent. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$6250.00**. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears to March 2013	\$4950.00
Rent for April 2013	\$1250.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and applicable interest <i>to date</i>	-725.00
Total Monetary Award	\$5525.00

Conclusion

I Order that the landlord retain the security deposit of \$725.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$5525.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: April 25, 2013