

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes:

OPR, MNR, MNSD, MNDC,FF

Introduction

This hearing was convened in response to an application by the landlord for an Order of Possession due to unpaid rent, a Monetary Order to recover rental arrears, recovery of the filing fee associated with this application, and an order to retain the security deposit in partial satisfaction of the monetary claim. The application is also inclusive of a request for compensation for loss of revenue.

I accept that despite 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 tenant vacated the rental unit on June 15, 2009. The application is amended to exclude the request for an Order of Possession. As the tenant has vacated, this decision will only deal with the monetary aspects of the application.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on May 01, 2008. Rent in the amount of \$1079 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$524. The tenant failed to pay rent in the month of May 2009 and on May 04, 2009 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of June 2009, and vacated on June 15, 2009. The landlord seeks loss of revenue for July 2009. The quantum of the landlord's monetary claim is **\$2206**.

Analysis

Based on the landlord's testimony 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.

The landlord seeks loss of revenue for July, but has not advanced any reasons or justification for this portion of the claim. This portion of the monetary claim is dismissed without leave to reapply.

The landlord further seeks 'late fees' for May and June 2009 in the amount of \$25 per month. I have not been provided with a copy of the tenancy agreement stipulating this fee would be charged if rent is late. However, as the rent for May and June were not paid at all – the rent was not late, but rather non-existent. In the absence of a tenancy agreement better explaining the circumstances under which 'late fees' are charged, I decline to award the landlord 'late fees'.

I find that the landlord has established a claim for **\$2158** in unpaid rent for May and June 2009. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$2208**.

Conclusion

I order that the landlord retain the deposit and interest of \$529.26 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$1678.74**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated July 17, 2009