DECISION

Dispute Codes: OPR, MNR, MNSD and FF

Introduction

This application was brought by the landlord on November 19, 2009 seeking an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served by posting on November 2, 2009.   The landlord also sought a Monetary Order for unpaid rent, late fees and recovery of the filing fee for this proceeding, and authorization to retain the security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

At the commencement of the hearing, the landlord advised that the tenant had caught up on all but $30 of the rent arrears. Therefore, she amended her application to withdraw the request for an Order of Possession and amended the request for a Monetary Order to include only the rent arrears, late fee and filing fee.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for unpaid rent, late fee and filing fee.

Background and Evidence

This tenancy began on December 1, 2008. Rent is $995 per month and the landlord holds a security deposit of $497.50 paid on November 30, 2008.

During the hearing, the landlord gave evidence that the Notice to End Tenancy had been served when the tenant had not paid the rent for November 2009. She stated that in the interim, the tenant had paid off all of the November rent and currently has a shortfall of $30 for the December rent.

Therefore, the landlord requested a Monetary Order for the $30 rent shortfall, $20 late fee and recovery of the $50 filing fee for this proceeding, a total of $100.

Analysis

In the absence of evidence to the contrary, I find that the landlord is entitled to a Monetary Order for $100 as requested and the Order, enforceable through the Provincial Court of British Columbia, accompanies the lands copy of this decision for service on the tenant.