



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts. The Landlord's agent claimed that the tenancy has ended and as a result, he withdrew his application for an Order of Possession.

The Landlord's agent said he served the Tenant with the Application and Notice of Hearing (the "hearing package") in person on August 13, 2010. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

### Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to keep the Tenant's security deposit?

### Background and Evidence

This month-to-month tenancy started on September 1, 2009 and ended on August 15, 2010 when the Tenant moved out. Rent was \$600.00 per month payable in advance on the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$300.00 at the beginning of the tenancy.

The Landlord said the Tenant was late paying his rent every month of the tenancy and he started accumulating rent arrears as of October 2009. Consequently, as of the end of the tenancy, the Landlord said the Tenant had rent arrears of \$4,820.00. The Landlord also claimed that the Tenant owed \$300.00 in late payment fees pursuant to a term of the tenancy agreement to that effect (or \$25.00 for 12 months).

The Landlord said he was able to re-rent the rental unit for ½ of August 2010 and therefore only charged the Tenant for a ½ of a month's rent for August 2010.



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## Analysis

Based on the evidence of the Landlord and in the absence of any contradictory evidence from the Tenant, I find that the Landlord is entitled to recover rent arrears of \$4,820.00 and late payment fees of \$300.00. As the Landlord has been successful in this matter, I also find that he is entitled to recover from the Tenant, the filing fee of \$100.00 that the Landlord paid for this proceeding.

I order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's security deposit in partial payment of the monetary award. The Landlord will receive a Monetary Order for the balance owing as follows:

Unpaid Rent:	\$4,820.00
Late Fees:	\$300.00
Filing Fee:	<u>\$100.00</u>
Subtotal:	\$5,220.00
Less: Security deposit:	<u>(\$300.00)</u>
Balance Owing:	\$4,920.00

## Conclusion

A Monetary Order in the amount of **\$4,920.00** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced 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*.

Dated: September 30, 2010.

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Dispute Resolution Officer