

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord has provided written confirmation that the notice of hearing documents were forwarded to the tenant via registered mail to the forwarding address provided by the tenant on the move out Condition Inspection Report.

I find the tenant has been served in accordance with Section 88 of the *Residential Tenancy Act (Act)* for the purposes of this hearing.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted the following documents into evidence:

- A summary of the issues and the amounts of the landlord's financial claim;
- A copy of a receipt for service of the notice of this hearing sent via registered mail to the tenants forwarding address with the tracking number provided;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued by the landlord on May 4, 2010 with an effective date of May 17, 2010 for unpaid rent in the amount of \$1,441.00 plus \$25.00 late fee;
- A copy of a Proof of Service document confirming the 10 Day notice was served on the tenant by posting it on the rental unit door on May 4, 2010 at 11:10 a.m. and that this service was witnessed by a third party;
- Copies of correspondence between the landlord and tenant regarding the rent and eligibility for rent subsidies;

- A copy of the landlord's accounting of the security deposit refund and security deposit interest calculation;
- A copy of a tenancy agreement signed by the parties on June 10, 2008 for a month to month tenancy with a market rate monthly rent of \$1,441.00 due on the 1st of the month. The agreement has additional clauses regarding the tenant's eligibility for rent subsidies and the requirements to establish this eligibility; and
- A copy of a Condition Inspection Report showing the tenant agrees to the condition of the rental unit including the damage to two window screens and the non-return of the tenant handbook and a bathroom key.

The landlord's financial claim is as follows:

Description	Amount
Pro-rated rent to May 17, 2010	\$790.22
Damages to Unit	\$75.00
Late fees for May 2010 rent	\$25.00
Total	\$890.22

Analysis

The landlord seeks only a per diem rate for the duration of time that the tenant remained in the rental unit after the 10 Day Notice to End Tenancy was issued, up until May 17, 2010. The landlord confirmed that no subsidy was received from BC Housing for this unit for this time period, as the tenant was no longer eligible for subsidy. I find the landlord is entitled to this amount.

While the landlord suggests the tenant agreed to the deduction of \$75.00 I find the tenant did not sign the section of the Condition Inspection Report allowing the landlord to retain any amount from the security deposit. Having said this, I also find that the tenant did sign the Condition Inspection Report in several locations acknowledging the costs associated with the landlord's claim. I, therefore, find the landlord is entitled to the \$75.00 as claimed.

As the tenancy agreement stipulates the landlord will charge a \$25.00 late fee for rent that is not paid when it is due and the tenant failed to pay the rent by May 1, 2010 I find the landlord is entitled to this amount.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$940.22** comprised of \$790.22 rent owed; \$75.00 for damage; \$25.00 for late fees and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$726.55 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$213.67**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) 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: October 18, 2010.

Dispute Resolution Officer