

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 1:41 p.m. in order to enable the tenant to connect with this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that she posted a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenant's door at 5:07 p.m. on May 2, 2011. She submitted a written statement from a witness who attested to this posting of the 10 Day Notice. She testified that a copy of the dispute resolution hearing package was handed to the tenant at the landlord's office at 10 a.m. on May 19, 2011. The landlord said that the tenant signed a document confirming that he received this package on that date. I am satisfied that the landlord served these documents in accordance with the *Act*.

At the hearing, the landlord testified that the tenant has made a number of payments since the 10 Day Notice was issued and the landlord applied for dispute resolution. The landlord testified that she is no longer seeking to end this tenancy. The landlord withdrew the application for an Order of Possession and the request to retain the tenant's security deposit. She reduced the amount of her application for a monetary Order to \$90.00.

### Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

This one-year fixed term tenancy commenced on April 1, 2011. Monthly rent is set at \$425.00, payable in advance on the first of the month. The landlord continues to hold the tenant's \$212.50 security deposit paid on April 1, 2011.

The landlord testified that she served the 10 Day Notice when the tenant did not pay his May 2011 rent on time. Since the tenant did not pay either his May 2011 or June 2011 before the second of each month, the landlord asked for late fee payments of \$25.00 for each of these months, in accordance with the tenancy agreement.

The landlord said that since May 1, the tenant made two payments in May for a total of \$500.00. She testified that he has paid \$360.00 towards his June 2011 rent.

### Analysis

I find that the tenant's payments of \$500.00 in May 2011 resolved the May 2011 rent payment and late payment fee of \$450.00 for this tenancy. By the end of May 2011, the tenant had paid \$50.00 in advance to be applied to his June 2011 rent. On the basis of his \$50.00 advance payment and the \$360.00 he has paid in June 2011, he remains in rental arrears of \$40.00 for June 2011 once the \$25.00 late fee is added to the \$425.00 June 2011 rent. I find that the landlord is entitled to a monetary award of \$40.00 for the amount of unpaid rent and the late fee owing for June 2011.

Since the landlord was successful in her application, I allow her to recover her \$50.00 filing from the tenant.

### Conclusion

I issue a monetary Order in the landlord's favour in the amount of \$90.00 to enable the landlord to recover unpaid rent, losses arising out of this tenancy and the landlord's filing fee for this application.

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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*.