



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent, and to recover the filing fee paid for this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on August 08, 2011. Mail receipt numbers were provided by the landlord. The tenant is deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlords agent appeared, gave affirmed testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

- Is the landlord entitled to a Monetary Order to recover unpaid rent?

Background and Evidence

This tenancy started on June 01, 2011. Rent for this unit was \$825.00 per month due on the 1st of each month. This was a fixed term tenancy which was due to expire on November 30, 2011.

The landlords' agent testifies that the tenant paid rent for July, 2011 by cheque however this was returned as there were insufficient funds to honour it. The landlords' agent also states the tenant failed to pay the late fee of \$20.00 and the NSF fee of \$20.00 as agreed in the tenancy agreement entered into at the start of the tenancy. The landlords' agent also testifies the tenant failed to pay a parking fee of \$20.00 for July, 2011. The landlords' agent states the tenant was served with Notice to End Tenancy on July 14, 2011, by posting the notice to the tenants' door. This Notice states the tenant has five days to pay the outstanding rent or dispute the Notice by applying for dispute resolution or the tenancy will end on July 24, 2011.

The landlords' agent testifies the tenant did not pay the outstanding rent of \$825.00 for July and failed to pay rent for August, 2011 or the other fees and moved from the rental unit on August 31, 2011. The landlords' agent testifies as this was a fixed term tenancy they have attempted to re-rent the unit by advertising it early in August, 2011 and by posting signs outside the building. She states the unit has been shown many times but it remains vacant and therefore the landlord seeks to recover a loss of income for September, 2011 of \$825.00. The landlord also seeks to recover the \$50.00 filing fee.

Analysis

The tenant did not appear at the hearing to dispute the landlords' claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have considered the landlords documentary evidence and affirmed testimony before me of the landlords' agent. S. 26 of the *Act* states a tenant must pay rent on the day it is due. The landlord has testified that rent is due on the 1st day of each month and the tenants failed to pay rent for July and August, 2011. Therefore, I find the landlord is entitled to recover rent arrears **\$1,650.00** pursuant to s. 67 of the *Act*.

With regard to the landlords claim to recover late fees and an NSF fee for the uncleared cheque; I find as the tenant was aware these charges would be made as they are documented in the tenancy agreement the landlord has therefore established her claim to recover the sum of **\$40.00** from the tenant pursuant to s. 67 of the *Act*.

With regard to the landlords claim for parking fees of **\$20.00** as the tenant has not disputed this charge I find the landlord is also entitled to recover this from the tenant pursuant to s. 67 of the *Act*.

With regard to the landlords claim for a loss of rental income for September, 2011; as the unit continues to be advertised I will allow the landlord to recover rent for the first 15 days of September, 2011 in the event the unit is re-rented for the remainder of the month. If the unit does not rent for the remainder of September the landlord is at liberty to file another application. Therefore, the landlord may recover the sum of **\$412.50** from the tenant pursuant to s. 67 of the *Act*.

As the landlord has been largely successful with her claim I find she is entitled to recover the **\$50.00** filing fee from the tenant pursuant to section 72(1) of the *Act*. The landlord will receive a monetary order for the following amount:

Unpaid rent for July and August, 2011	\$1,650.00
Late fee and NSF fee for July, 2011	\$40.00
Loss of income for September, 2011	\$412.50
Filing fee	\$50.00
Total amount due to the landlord	\$2,172.50

Conclusion

I HEREBY FIND largely in favor of the landlords' monetary claim. A copy of the landlords' decision will be accompanied by a Monetary Order for **\$2,172.50**. The order must be served on the tenant and is enforceable through the Provincial Court 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 12, 2011.

Residential Tenancy Branch