



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent and for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, Regulations or tenancy agreement. The landlord also seeks to recover the filing fee paid for this application.

I am satisfied that the hearing documents were served to the tenants including the amended application on June 21 in accordance with section 89 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 tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Preliminary Issues

The landlords' agent requested that I consider a claim for an Order of Possession against the tenants. In the absence of a formal and proper application for that issue, I declined to hear or determine that issue, as to do so, in my view, would not be in keeping with the principles of natural justice as to the requisite process and notice regarding claims in this process.

Issues(s) to be Decided

- Is the landlord entitled to a Monetary Order to recover unpaid rent?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

This tenancy started on September, 01, 2010. This started as a fixed term tenancy for six months and reverted to a month to month tenancy at the end of the fixed term. Rent for this unit was \$875.00 per month due on the 1st of each month.

The landlords' agent testifies that the tenants owed a balance of rent for June, 2011 of \$840.00. A 10 day Notice was served to the tenants on June 02, 2011. This Notice informed the tenants they must pay the outstanding rent or dispute the Notice within five days or the tenancy will end on June 12, 2011. On June 20, 2011 the tenants paid rent of \$925.00 leaving them a credit of \$85.00. The landlords' agent testifies that this rent was accepted for use and occupancy only. On June 23, 2011 the tenants paid rent in advance for July, 2011, this was also accepted for use and occupancy only. The tenant's failed to pay the balance of rent for August, 2011 of \$790.00. The landlords' agent testifies the tenants failed to pay rent for September, 2011 on the day it was due but did pay \$900.00 on September 12, 2011; this was accepted for use and occupancy only. This leaves a balance of rent owed by the tenants of \$765.00

The landlords' agent testifies that the tenancy agreement (copy provided) allows for late fees of \$20.00 to be applied to the tenants account. The landlord seeks to recover late fees for June, August and September, 2011 to the sum of \$60.00.

The landlord also seeks to recover the \$50.00 filing fee.

Analysis

The tenants 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 tenants, I have considered the landlords documentary evidence and affirmed testimony before. S. 26 of the *Act* states, in part, that 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 landlord has established her claim for rent arrears of \$765.00. Therefore, I find the landlord is entitled to recover the sum of **\$765.00** from the tenants pursuant to s. 67 of the *Act*.

With regard to the landlords claim to recover late fees; I find as the tenants were made aware these charges would be applied as they are documented in the tenancy agreement the landlord has therefore established her claim to recover the sum of **\$60.00** from the tenants pursuant to s. 67 of the *Act*.

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

Rent arrears	\$765.00
Filing fee	\$50.00
Total amount due to the landlord	\$875.00

Conclusion

I HEREBY FIND in favor of the landlords' monetary claim. A copy of the landlords' decision will be accompanied by a Monetary Order for **\$875.00**. The order must be served on the tenants 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 21, 2011.

Residential Tenancy Branch