



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, FF

### **Introduction**

This hearing was convened in response to an orally amended application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38
3. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided the registered mail tracking number in support of service.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on September 01, 2011. Rent in the amount of \$1200 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$600. The tenant failed to pay rent in the month(s) of January 2012 and on January 11, 2012 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of February 2012. The tenant vacated February 19, 2012. The landlord's monetary claim is for the unpaid rent and respective late fees of \$25 per month, for a total claim of \$2450.

### **Analysis**

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice.

I find that the landlord has established a monetary claim for **\$2400** in unpaid rent. The landlord has not provided a copy of the tenancy agreement establishing that a late fee for late rent is a term of the agreement. I therefore decline to grant the landlord late fees totalling \$50 , without leave to reapply. The landlord is entitled to recovery of the \$50 filing fee, for a total entitlement of **\$2450**.

The security deposit will be off-set from the award made herein.

### **Conclusion**

**I Order** that the landlord retain the security deposit of \$600 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$1850**. If necessary, this order may be filed in the Small Claims Court 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: February 27, 2012

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