



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application to retain the security deposit and obtain a Monetary Order for unpaid rent and a late fee. The tenant did not appear at the hearing. The landlord testified that he personally served the hearing package upon the tenant at the rental unit on December 15, 2011 – the day she moved out of the rental unit. The landlord testified that the tenant provided the landlord with a forwarding address on that day and he sent her the supporting documents a couple of days later to that forwarding address via regular mail. I was satisfied the landlord served the tenant in a manner that complies with the Act and I proceeded to hear from the landlord without the tenant present.

Issue(s) to be Decided

1. Is the landlord entitled to recover unpaid rent and a late fee for December 2011?
2. Is the landlord authorized to retain the security deposit in partial satisfaction of the rent owed to the landlord?

Background and Evidence

The month-to-month tenancy commenced August 15, 2011 and the tenant paid a \$450.00 security deposit. The tenant was required to pay rent of \$900.00 on the 1st day of every month. The signed tenancy agreement provides a provision for a \$25.00 late fee in clause 10.

I heard the tenant failed to pay rent when due for December 2011 and the landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent. The tenant did not pay the rent and vacated the rental unit December 15, 2011.

With this application the landlord is seeking to recover the unpaid rent of \$900.00 from the tenant plus the \$25.00 late fee.

Documentary evidence provided for this proceeding included the: the tenancy agreement and the 10 Day Notice.

Analysis

The Act requires a tenant to pay rent when due under the terms of the tenancy agreement. Upon review of the tenancy agreement I am satisfied the tenant was required to pay the landlord \$900.00 in rent on December 1, 2011. Based upon the undisputed evidence before me I accept the tenant failed to pay the rent as required and the landlord is entitled to recover that amount from the tenant.

Upon review of the tenancy agreement, I find the landlord entitled to collect a late fee of \$25.00 from the tenant for the month of December 2011 as the term is compliant with the Residential Tenancy Regulations and the tenant did not pay rent on time for December 2011.

I further award the \$50.00 filing fee to the landlord.

In light of the above awards I find the landlord entitled to recover a total amount of \$975.00 from the tenant, as claimed. I authorize the landlord to retain the security deposit in partial satisfaction of this total award leaving a balance of \$525.00.

The landlord is provided with a Monetary Order in the amount of \$525.00 to serve upon the tenant which may be enforced by filing it in Provincial Court (Small Claims) as an Order of the court.

Conclusion

The landlord's application has been granted in its entirety. The landlord has been authorized to retain the security deposit and has been provided a Monetary Order for the balance of \$525.00 to serve upon the tenant.

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 24, 2012.

Residential Tenancy Branch