



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain a Monetary Order for unpaid rent, to keep all or part of the security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee from the Tenants for this application.

The Landlord affirmed that each Tenant was served the hearing documents and evidence by registered mail on June 14, 2012. Canada Post receipts were provided in the Landlord's evidence. Based on the submissions of the Landlord, I accept that each Tenant was sufficiently served notice of this proceeding, in accordance with the Act. Therefore, I proceeded with the hearing in the Tenants' absence.

Issue(s) to be Decided

1. Should the Landlord be issued a Monetary Order?

Background and Evidence

The Landlord submitted documents into evidence which consisted of copies of: Canada Post receipts; the tenant ledger; the tenancy agreement; addendum to the tenancy agreement; move out condition inspection report form; the Tenant's notice to end tenancy; and the deposit interest calculator form.

The Landlord confirmed the parties entered into a fixed term tenancy agreement that began on July 15, 2009 which was set to end July 15, 2012. Rent was payable on the first of each month in the amount of \$2,200.00 and on May 29, 2009 the Tenants paid \$1,100.00 as the security deposit. On April 16, 2012 the Landlord received the Tenants' notice to end the tenancy effective May 31, 2012. The parties attended the move out inspection on June 10, 2012.

The Landlord advised that the Tenants short paid their last month's rent paying only \$1,100.00 on May 4, 2012; therefore he is claiming to recover the remainder of May 2012 rent.

The Landlord stated the Tenants had accumulated a \$100.00 balance owing from four late payment fees (4 x \$25.00) which are noted on the tenant ledger and provided for in the tenancy agreement addendum. The Landlord wishes to recover the full \$100.00 dollars in late payment fees.

The Landlord is also seeking to recover \$200.00 for administration costs. The Landlord initially stated this amount included costs for overholding of the unit because the Tenants were not able to attend the move out inspection prior to June 10, 2012. After a brief discussion about scheduling the move out inspection the Landlord advised that the \$200.00 includes the \$50.00 filing fee, \$100.00 to cover four hours of the Landlord's time to travel to the rental unit and conduct the move out inspection, plus \$50.00 to cover the Landlord's time and expense to file the application and send the packages via registered mail.

Analysis

The Landlord claimed unpaid rent of \$1,100.00 that was due May 1, 2012. Section 26 of the Act stipulates that a tenant must pay rent when it is due in accordance with the Tenancy agreement. Based on the aforementioned, I find the Landlord has met the burden of proof and I award them **\$1,100.00** for May 1, 2012 unpaid rent.

The evidence supports that the tenancy agreement addendum provides for the Landlord to collect late payment charges of \$25.00 when rent is not paid on the first of each month; which is in accordance with section 7 of the Residential Tenancy Regulation.

The Landlord has applied for late payment fees which have accumulated over the period of the tenancy as supported by the tenant ledger provided in evidence. Accordingly I award the Landlord late payment charges in the amount of **\$100.00** (4 x 25.00).

The Landlord seeks a total of \$150.00 to cover his time to travel to the rental unit to conduct the move out inspection and for time and costs incurred to file and serve documents upon the Tenants.

In regards to time conducting the Landlord's business and for registered mail fees to bring this application forward, I find that the Landlord has chosen to incur these costs which cannot be assumed by the Tenants. The dispute resolution process allows an Applicant to claim for compensation or loss as the result of a breach of Act. Costs incurred due to a choice to operate business as a landlord or for a specific type of service method are not a breach of the Act; rather they are a cost of doing business. Therefore, I find that the Landlord may not claim \$150.00 for his time or costs in

conducting a move out inspection or bringing an application forward, as they are costs which are not denominated, or named, by the *Residential Tenancy Act*. Accordingly this request is dismissed.

The Landlord has primarily succeeded with their application; therefore I award recovery of the **\$50.00** filing fee, as per section 72(1) of the Act.

Monetary Order – I find that the Landlord is entitled to a monetary claim and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenants' security deposit plus interest as follows:

Balance of May 1, 2012 rent	\$1,100.00
Late payment fees (4 x 25)	100.00
Filing Fee	<u>50.00</u>
SUBTOTAL	\$1,250.00
LESS: Security Deposit \$1,100.00 + Interest 0.00	<u>-1,100.00</u>
Offset amount due to the Landlord	<u>\$ 150.00</u>

Conclusion

The Landlord has been awarded a Monetary Order in the amount of **\$150.00**. This Order is legally binding and must be served upon the Tenants.

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: August 15, 2012.

Residential Tenancy Branch