



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent, for compensation for damage or loss under the Act or tenancy agreement and to recover the filing fee for this proceeding. At the beginning of the hearing, the Landlord's agent said the Tenant vacated the rental unit on or about September 15, 2012 and as a result, he withdrew the Landlord's application for an Order of Possession.

The Landlord's agent said he served the Tenant with the Application and Notice of Hearing (the "hearing package") on August 29, 2012 by registered mail. According to the Canada Post online tracking system, the Tenant received the Landlord's hearing package on September 1, 2012. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issue(s) to be Decided

1. Are there rent arrears and if so, how much?

Background and Evidence

This tenancy started on September 1, 2010 as a one year fixed term tenancy that continued after its expiry on August 31, 2011 as a month-to-month tenancy. Rent is \$599.00 per month payable in advance on the 1st day of each month. The tenancy ended on or about September 15, 2012 when the Tenant moved out. The Tenant paid a security deposit of \$299.50 at the beginning of the tenancy.

The Landlord's agent said the Tenant did not pay rent for August 2012 when it was due and as a result, on August 13, 2012 he served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated August 13, 2012 by posting it to the rental unit door. The Landlord's agent said the Tenant has not paid the rent arrears for August 2012 and rent for September 2012 is now unpaid. The Landlord's agent said the rental unit has been re-rented for October 1, 2012.

Analysis

In the absence of any evidence from the Tenant to the contrary, I find that the Landlord is entitled to recover rent arrears for August and September 2012 in the total amount of \$1,198.00. I also find pursuant to s. 72(1) of the Act that the Landlord is entitled to recover from the Tenant the \$50.00 filing fee for this proceeding.

The Landlord also applied to recover late payment fees, however s. 7 of the Regulations to the Act says that a Landlord can only do so where there is a term in the Parties' tenancy agreement to that effect. The Landlord's agent admitted that he did not provide a copy of an addendum to the Parties' tenancy agreement that he said contains this term and as a result, he withdrew his claim for late fees.

Conclusion

A Monetary Order in the amount of **\$1,248.00** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: September 27, 2012.

Residential Tenancy Branch