



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing was scheduled to hear the landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent and/or loss of rent; as well as authorization to retain the security deposit. The tenants did not appear at the hearing. The landlord provided registered mail receipts, including tracking numbers, as proof the hearing documents were sent to the tenants at the rental unit on February 20, 2013. A Notice of Entry posted February 28, 2013 and subsequent entry into the unit revealed that the tenants have since vacated the rental unit. I was satisfied the landlord sufficiently served the tenants with the hearing documents in a manner that complies with the Act and I continued to hear from the landlord without the tenants present.

The landlord confirmed that an Order of Possession is no longer required and I do not provide one with this decision. The remainder of this decision pertains to the landlord's monetary claims against the tenants.

The landlord indicated a future damage claim may be necessary and the landlord requested the claim for loss of rent for March 2013 be withdrawn with liberty to reapply. The landlord's request was granted.

### Issue(s) to be Decided

1. Is the landlord entitled to a Monetary Order for unpaid rent, a late fee, and other damages, in the amounts claimed?
2. Is the landlord authorized to retain the security deposit?

### Background and Evidence

The tenancy commenced September 1, 2012 for a fixed term set to expire February 28, 2013. The landlord collected a security deposit of \$437.50. The tenants were required to pay rent of \$875.00 on the 1<sup>st</sup> day of every month.

The tenants failed to pay rent for February 2013 and the landlord posted a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) on the tenants' door on February 5, 2013. After posting the Notice the tenants did not pay the outstanding rent.

The landlord is seeking to recover unpaid rent of \$875.00 for February 2013 plus a \$25.00 late fee as provided in the tenancy agreement. In addition, the landlord is seeking to recover the amount of \$36.40 the landlord paid to its maintenance man in November 2012. The amount paid relates to an incident whereby the female tenant called the landlord for assistance during a domestic dispute while waiting for the police to arrive. The landlord requested the maintenance man's attendance to protect life or property from the male tenant.

The landlord provided copies of the following documents in support of its claims against the tenants: the tenancy agreement including the crime-free addendum; the 10 Day Notice; the maintenance man's invoice for attending the property in November 2012; the landlord's written request to the tenant's seeking reimbursement for the maintenance man's charge; and, registered mail receipts.

### Analysis

Under the Act a tenant is required to pay rent when due in accordance with their tenancy agreement. Based upon the evidence before me, I find the landlord entitled to recover unpaid rent for February 2013 in the amount of \$875.00. I am also satisfied that the landlord is entitled to collect a late fee of \$25.00 pursuant to the terms of tenancy which I find to be in compliance with the Residential Tenancy Regulations.

I accept the undisputed evidence before me the male tenant's aggressive and disturbing conduct in November 2012 was a breach of the clause of the tenancy agreement entitled "Conduct" and the crime-free addendum. I am also satisfied that the tenant's violation of the tenancy agreement caused the landlord to suffer a loss in the amount of \$36.40 to protect life or property. Therefore, I order the tenants to pay this amount to the landlord.

I authorize the landlord to retain the tenants' security deposit in partial satisfaction of the rent owed to the landlord. I also award the landlord the filing fee paid for this application.

In light of the above, the landlord is provided a Monetary Order calculated as follows:

Rent: February 2013	\$ 875.00
Late fee: February 2013	25.00
Breach of conduct and addendum	36.40
Filing fee	50.00
Less: security deposit	<u>(437.50)</u>
Monetary Order	\$ 548.90

The landlord must serve the Monetary Order upon the tenants and may enforce it in Provincial Court (Small Claims) as necessary.

### Conclusion

The landlord has been authorized to retain the tenants' security deposit and has been provided a Monetary Order for the balance of \$548.90 to serve upon the tenants and enforce as necessary. The landlord's request for loss of rent for March 2013 has been dismissed with leave to reapply.

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: March 13, 2013

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Residential Tenancy Branch

