



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order. The hearing was conducted via teleconference and was attended by the landlord's agent only.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by posting it on the rental unit door on March 28, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 3rd day after they were posted. Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing the landlord testified they determined the tenant vacated the rental property on or before April 2, 2013 by posting a notice of entry and entering the unit on April 2, 2013 to discover the tenant had vacated. The landlord confirmed there is no longer a need for an order of possession and I amend their Application to exclude the matter of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent and late fees; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on September 25, 2012 for a 1 year fixed term tenancy beginning on October 1, 2012 for the monthly rent of \$750.00 due on the 1st of each month and a security deposit of \$375.00 was paid. The tenancy agreement includes a late payment clause requiring the tenant to pay \$25.00 for rent that is late; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on March 6, 2013 with an effective vacancy date of March 16, 2013 due to \$800.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the months of February (\$150.00 rent), March (\$625.00 rent plus \$25.00 late fee) and April (\$625.00 rent) 2013 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door on March 6, 2013.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days.

Analysis

Based on the undisputed testimony and evidence of the landlord I find the landlord has established the tenant has failed to pay the rent and late payment charges in the amount of \$1,425.00.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,475.00** comprised of \$1,400.00 rent owed; \$25.00 late payment fee; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$375.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,100.00**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: April 24, 2013