



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Wall Financial Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC and FF

Introduction

This hearing was convened on an application made by the landlord seeking an Order of Possession pursuant to a Notice to End Tenancy for unpaid rent served in person on February 13, 2013. The landlord also sought a Monetary Order for the unpaid rent, parking and late fees, and recovery the filing fee for this proceeding.

At the commencement of the hearing, the landlord advised that the tenant had vacated the rental unit on March 31, 2013 and that the Order of Possession was no longer required.

Despite having been served with the Notice of Hearing in person on February 22, 2013, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

Issue(s) to be Decided

This application now requires a decision only on whether the landlord is entitled to a Monetary Order for the unpaid rent, parking, late fees and filing fee for this proceeding.

Background and Evidence

This tenancy began on November 1, 2011 and ended on March 31, 2013. Rent was \$735 per month including parking and the landlord holds security and pet damage deposits of \$362.50 and \$200 respectively, paid at the beginning of the tenancy.

During the hearing, the landlord gave evidence the Notice to End Tenancy had been served when the tenant had failed to pay the rent due on February 1, 2013.

She stated that in the interim, the February 2013 rent remained unpaid and the tenant had failed to pay rent for March 2013 and had remained in the rental unit until March 31, 2013.

Therefore, the landlord requested the Monetary Order for the unpaid rent and late fees and recovery of the filing fee for this proceeding.

Analysis

Section 26 of the *Act* provides that tenants must pay rent when it is due and section 67 of the *Act* authorizes the director's delegate to determine an amount owed by one party to another and to order payment.

I accept the evidence of the landlord that the tenant failed to pay the rent for February and March of 2013 and that the rental agreement provides for a \$20 fee for late payment of rent.

I find that the landlord is entitled to a monetary award for the amounts claimed and, as the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

As authorized by section 72 of the *Act*, I find that the landlord may retain the tenant's security and pet damage deposits in set off against the balance owed.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

February rent \$725, parking \$10, late fee \$20	\$ 755.00
March rent \$725, parking \$10, late fee \$20	755.00
Filing fee	50.00
Sub total	\$1,560.00
Less retained security deposit	- 362.50
Less pet damage deposit	- 200.00
TOTAL	\$ 997.50

Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order for **\$997.50**, enforceable through the Provincial Court of British Columbia, for service on 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: May 16, 2013

Residential Tenancy Branch

