



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation – Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on November 1, 2010. Rent of \$1,250.00 was payable in advance on the first day of each month and the rent was increased to \$1,295.00 for May 1, 2013.

At the outset of the tenancy, the Landlord collected \$625.00 as a security deposit and \$625.00 as a pet deposit from the Tenants. The tenancy agreement provides for a \$25.00 late rent fee. The Tenant was late in paying the rent for May and failed to pay rent for June 2013. On June 3, 2013 the Landlord served the Tenants personally with a 10 notice to end tenancy for unpaid rent (the "Notice"). The Tenants have not made an application for dispute resolution, have not paid June 2013 rent and moved out of the unit on June 30, 2013. The Landlord states that they no longer require an order of possession and claim \$1,295.00 in unpaid rent and \$50.00 in two late fees

Analysis

The tenancy agreement and rental increase provides for the payment of \$1,295.00 in rent each month on the first day of each month. Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement. Based on the Landlord's undisputed evidence I find that the Tenant has not paid the rent for June 2013 and was late paying May 2013 rent. Given these facts, I find that the Landlord has established a monetary claim for **\$1,295.00** in unpaid rent and **\$50.00** for late fees. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total monetary amount of **\$1,395.00**. Setting the combined security and pet deposit of **\$1,250.00** plus zero interest off the entitlement leaves **\$145.00** owed by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$1,250.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$145.00**. If necessary, this order may be filed in the Small Claims Court 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: July 17, 2013

Residential Tenancy Branch