



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Homelife Peninsula Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD and FF

Introduction

This hearing was convened on an application made by the landlord on June 24, 2013 seeking an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served by posting on the tenant's door on June 11, 2013. The landlord also sought a Monetary Order for the unpaid rent, late fee, NSF fee, recovery the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing sent by registered mail on June 26, 2013, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

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

Issue(s) to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order as requested.

Background and Evidence

This tenancy began on February 1, 2013 under a one-year fixed term agreement. Rent was \$1,400 per month and the landlord holds a security deposit of \$700 paid at the beginning of the tenancy.

During the hearing, the landlord gave evidence the Notice to End Tenancy had been served after the tenant had failed to pay the \$1,400 rent due on May 1, 2013 and on June 1, 2013.

In the interim, the tenant had remained in the rental unit into July 2013 and she had amended her application to request rent for July 2013 as well.

The landlord stated that her office had received an email from the tenant on July 6, 2013 stating that he was leaving, and the landlord confirmed that the rental unit was vacant on July 9, 2013.

The landlord stated that with the need for cleaning and some damages, the late departure did not allow time to find a new tenant for July 2013, but at the time of the hearing, a new tenant had been found for August 1, 2013.

Therefore, the landlord requested a monetary award for the unpaid rent for May, June and July 2013, and as provided for in the rental agreement, late fee and NSF fee of \$25 each for June 2013.

Analysis

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

Accordingly, I find that the landlord is entitled to a Monetary Order for the unpaid rent, late fee, NSF fee, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed pursuant to section 72 of the *Act*.

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

| | |
|--------------------------------|-------------------|
| Rent for May 2013 | \$1,400.00 |
| Rent for June 2013 | 1,400.00 |
| June late fee | 25.00 |
| June NSF fee | 25.00 |
| Rent for July 2013 | 1,400.00 |
| Filing fee | 50.00 |
| Sub total | \$4,300.00 |
| Less retained security deposit | - 700.00 |
| TOTAL | \$3,600.00 |

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$3,600.00**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

The landlord remains at liberty to make application for damage or cleaning costs as may have been ascertained at the conclusion of the tenancy.

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 26, 2013

Residential Tenancy Branch

