



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for unpaid rent, for compensation under the Act and the tenancy agreement, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Agent for the Landlord appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Agent testified, and submitted a receipt in evidence from Canada Post, that the Tenant had been served by registered mail sent on May 16, 2013. Under the Act the Tenant is deemed served five days after mailing. Although the Tenant did not appear at the hearing, I find the Tenant has been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

On May 4, 2012, the parties signed a written fixed term tenancy agreement, to run from May 1, 2012 to April 30, 2013. The monthly rent was agreed to be \$1,695.00, payable on the first day of the month. The Tenant paid a security deposit of \$847.50, on or

about May 4, 2012. The tenancy agreement provided for a charge of \$25.00 for late payments of rent.

The Agent for the Landlord testified that during the tenancy the Tenant was allowed to make a half month payment of rent every two weeks, and the payments were due on the 1st and 15th days of the month, by oral agreement. An accounting ledger entered in evidence by the Landlord reflects this.

The accounting ledger indicates the Tenant failed to make payments of \$847.50 in March and \$847.50 in April, as well as \$20.00 remaining on a late payment fee. Therefore, the Landlord claims \$1,715.00 in unpaid rent and for \$20.00 of the \$25.00 late payment fee.

Analysis

Based on the above, the undisputed testimony and evidence, and on a balance of probabilities, I find that the Tenant has breached section 26 of the Act and the tenancy agreement by failing to pay rent when it is due.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I accept the ledger of the Landlord and the testimony of the Agent for the Landlord as satisfactory evidence that the Tenant has failed to pay rent and a portion of the late payment fee in the amount of \$1,715.00.

Therefore, under section 67, I find that the Landlord has established a total monetary claim of **\$1,765.00** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord retain the deposit of **\$847.50** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$917.50**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

I find the Tenant has failed to pay rent and a portion of a late payment fee. I grant the Landlord a monetary order as described above, and I allow the Landlord to retain the security deposit in partial satisfaction of the claim, and I grant the Landlord a monetary order for the balance due of **\$917.50**

This order may be enforced in the Provincial Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: August 15, 2013

Residential Tenancy Branch

