



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bristol Estates
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order authorizing her to retain the security deposit. The landlord testified that she served the tenant with the application for dispute resolution and notice of hearing (the “Hearing Documents”) by leaving them with the tenant’s mother. The tenant did not attend the conference call hearing.

Section 89 of the Act outlines the means by which Hearing Documents may be served. While a claim for an order of possession may be served by leaving it with someone who apparently resides with the tenant, this is not considered effective service for a claim for a monetary order. However, section 71(2)(c) of the Act permits me to find that a document not served in accordance with section 89 is sufficiently served for the purposes of the Act. The landlord gave evidence that the tenant’s mother has been in communication with the landlord about the tenancy and for that reason, I found that service on the mother is effective service. The hearing proceeded in the tenant’s absence.

At the hearing, the landlord advised that the tenant had recently vacated the rental unit and withdrew her claim for an order of possession.

Issues to be Decided

Is the landlord entitled to a monetary order as claimed?
Should the landlord be authorized to retain the security deposit?

Background and Evidence

The landlord’s undisputed evidence is as follows. The tenant is obligated to pay \$850.00 per month in rent and failed to pay rent in August 2013. The landlord served her with a notice to end tenancy. The tenant stayed in the rental unit until mid-

September and did not pay any occupational rent for that month. The landlord seeks to recover unpaid rent for August and loss of income for September.

The landlord also seeks to recover a \$25.00 late payment charge for the month of August pursuant to the terms of the tenancy agreement as well as the \$50.00 filing fee paid to bring this application.

Analysis

I accept the landlord's undisputed testimony. Because the tenant did not pay rent when it was due in August 2013, I find that the tenant is responsible under the terms of the tenancy agreement for a \$25.00 late payment fee. I award the landlord \$25.00.

I find that the landlord is entitled to recover unpaid rent for August and because the tenant failed to vacate the rental unit in September, I find that the landlord suffered a loss of income for that month and is entitled to recover that loss from the tenant. I award the landlord \$1,700.00 which represents 2 months' rent.

As the landlord has been successful in her claim, I find that she should recover the filing fee and I award her \$50.00.

Conclusion

In total, the landlord has been awarded \$1,775.00. I order the landlord to retain the \$425.00 security deposit and \$425.00 pet deposits in partial satisfaction of the claim and I grant her a monetary order under section 67 for the balance of \$925.00. This order may be filed in the Small Claims Division of the Provincial 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: September 19, 2013

Residential Tenancy Branch

