



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

Codes: MNR, MNDC, MNR,FF

Introduction:

This was an application by the landlord for an Order for Possession and a Monetary Order. Only the landlord's agent attended the application.

Issues:

Is the landlord entitled to an Order for Possession and Monetary Order?

Background and Evidence:

At the outset the landlord testified that he discovered the tenant had vacated the unit by October 1, 2013 and accordingly the landlord was abandoning the application for an Order for Possession. The landlord testified that the tenancy began on September 1, 2012 with rent in the amount of \$ 695.00 and \$ 10.00 for parking due in advance on the first day of each month. The tenant paid a security deposit of \$ 347.50 on August 27, 2012. The landlord testified that he served the dispute resolution package by sending it by registered mail on September 21, 2013. The registered mail package was returned to the landlords unclaimed on October 17, 2013. The landlord claimed for arrears and unpaid rent and parking fees for the period of August through October 2013 amounting to \$ 1,455.00. The landlord also claimed of late payment fees of \$ 25.00 each for September and October.

Analysis:

Pursuant to section 71(2) of the Act and the evidence of the landlords I find that the dispute package has sufficiently been served by September 26, 2013 by registered mail. The tenant has not paid all the outstanding rent. I find that the landlord has established a claim for unpaid rent and parking totalling \$ 1,455.00.

Paragraph 3 of the tenancy agreement states:

“The tenant must pay the rent on time.....**Late payments** are subject to a charge of \$ 20.00.”

Section 7(1) of the Regulations made pursuant to the Residential Tenancy Act prescribes that a *landlord may charge an administration fee of not more than \$25 for **late payment** of rent.* Here the tenant did not pay any rent for the months claimed therefore the landlord is not entitled to the late payment charge for monies **not paid**. I have dismissed that claim without liberty to reapply

The landlord is entitled to recover the \$50.00 filing fee for this application for a total claim of \$ 1,505.00.

Conclusion:

I order that the landlord retain the deposit and interest of \$ 337.50 and I grant the landlord an order under section 67 for the balance due of **\$ 1,157.50**. This order may be filed in the Small Claims Court and enforced as an order of that Court. This Decision and all Orders must be served on the tenant as soon as possible. I have dismissed all other claims.

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: October 29, 2013

Residential Tenancy Branch

