



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order. The hearing was conducted via teleconference and was attended by three agents for the landlord.

The landlord provided documentary evidence to confirm the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on September 13, 2013 in accordance with Section 89. The evidence includes the tenant's signature acknowledging receipt of the documents.

Based on the evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

The landlord testified at the start of the hearing that the tenant vacated the rental unit sometime between October 14, 2013 and October 16, 2013. The landlord has changed the locks on the rental unit and now has possession. As such, there is no need for an order of possession and I amend the landlord's Application to exclude the matter of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on June 1, 2012 for a 1 year fixed term tenancy beginning on June 1, 2012 that converted to a month to month tenancy on June 1, 2013 for the monthly rent of

\$700.00 due on the 1st of each month and a security deposit of \$350.00 was paid. The agreement includes a clause requiring the tenant to pay late fees in the amount \$25.00 when paying rent late; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on September 3, 2013 with an effective vacancy date of September 13, 2013 due to \$300 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the month of September 2013 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door on September 3, 2013 at 4:30 p.m. and that this service was witnessed by a third party. The landlord submits the tenant has also failed to pay rent for the month of October 2013.

Analysis

Based on the undisputed testimony of the landlord I find the tenant failed to pay rent in full for the months of September and October 2013. I also find the landlord is entitled to receive late payment fees for the same period.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,050.00** comprised of \$1,000.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$350 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$700.00**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: October 25, 2013

Residential Tenancy Branch

