



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EMV Holdings Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNR, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for unpaid rent, for authority to retain the tenant's security deposit, and for recovery of the filing fee.

The landlord attended the telephone conference call hearing; the tenant did not attend.

The landlord testified that he served the tenant with the Application for Dispute Resolution and Notice of Hearing by registered mail on October 10, 2013. The landlord supplied testimony of the tracking number of the registered mail and said that the mail was sent to a forwarding address provided by the tenant in an email. The landlord also testified that his research showed that the tenant signed for the registered mail.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation, to authority to retain the tenant's security deposit, and to recover the filing fee?

Background and Evidence

The landlord submitted evidence that the tenancy began on November 1, 2013, ended on or about June 29, 2013, monthly rent was \$1010, and the tenant paid a security deposit of \$505 at the beginning of the tenancy.

The landlord testified that the tenant failed to pay the monthly rent for May or June, 2013, resulting in the landlord issuing the tenant a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") on June 29, listing unpaid rent of \$2045. The landlord confirmed that \$25 of the amount listed on the Notice actually was a late fee of \$25, not unpaid rent.

The tenant said that the tenant failed to pay the rent listed on the Notice and then vacated the rental unit, owing rent for May and June.

The landlord's monetary claim is \$2120, comprised of unpaid rent of \$1010 for May and June, each, a late charge of \$25 each for May and June, and the filing fee of \$50.

Analysis

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

Based upon the undisputed evidence of the landlord, I find that the tenant owed rent for the months of May and June 2013, pursuant to the terms of the tenancy agreement and that he failed to pay.

I therefore find the landlord is entitled to a monetary award for unpaid rent of \$1010 for May and June, each, for a total of \$2020.

I award the landlord a \$25 late fee for the months of May and June, each, pursuant to the terms of the tenancy agreement allowing such a charge.

I award the landlord recovery of their filing fee.

Due to the above, I find the landlord is entitled to a total monetary award of \$2120, comprised of the unpaid rent of \$2020, late fees of \$50 and the filing fee of \$50.

Conclusion

The landlord's application for monetary compensation is granted.

At the landlord's request, I direct them to retain the tenant's security deposit of \$505 in partial satisfaction of their monetary award of \$2120 and I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due in the amount of \$1615, which I have enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

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* and is being mailed to both the applicant and the respondent.

Dated: December 04, 2013

Residential Tenancy Branch

