



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LANCASTER PLACE
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on a Notice to End Tenancy for Unpaid Rent dated January 3, 2014, a monetary order for rent owed, late fees owed and an order to retain the security deposit in partial satisfaction of the claim.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

At the outset of the hearing, the landlord stated that they are no longer seeking an Order of Possession as the tenant vacated the unit on March 15, 2014. The landlord still seeks a monetary order for the rent owed.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for rental arrears and late fees?

Background and Evidence

The landlord testified that the tenancy began on October 1, 2014, at which time the tenant paid a security deposit of \$387.50. The landlord testified that when the tenant failed to pay \$775.00 rent due on January 1, 2014, a 10-Day Notice to End Tenancy for Unpaid Rent was issued and served to the tenant by posting it on the door.

The tenant acknowledged receipt of the Notice.

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated January 3, 2014 with effective date of January 16, 2014, a copy of the tenancy

agreement and proof of service. The landlord testified that the tenant did not pay the \$775.00 arrears for January and also failed to pay \$775.00 rent owed for the month of February and \$775.00 for March 2014. The landlord testified that, pursuant to the tenancy agreement, the tenant must also pay \$20.00 per month in late fees. The total claim is for \$2,385.00 plus the \$50.00 cost of the application.

The tenant acknowledged that they did not pay rental arrears or late fees being claimed.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent by posting it on the door. The tenant has not paid the outstanding rent and did not apply to dispute the Notice.

I find that the landlord has established a total monetary claim of \$2,435.00, comprised of rental arrears totaling \$2,325.00, late fees for 3 months of \$60.00 and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$387.50 in partial satisfaction of the claim leaving a balance due of \$2,047.50.

I hereby grant the Landlord an order, under section 67 of the Act, for \$2,047.50. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is successful in the application and is granted a monetary order for rental arrears. The request for the order of possession was found to be moot, as the tenant vacated prior to the hearing.

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: March 25, 2014

Residential Tenancy Branch

