



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Properties Limited
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

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 the landlord.

The landlord provided documentary evidence 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)* by registered mail on February 20, 2014 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed. Based on the documentary 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 outset of the hearing the tenant vacated the rental unit on April 2, 2014. As such the landlord no longer requires an order of possession and I amend her 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, 67, and 72 of the *Act*.

Background and Evidence

The landlord provided into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on July 6, 2012 for a 1 year fixed term tenancy beginning on August 1, 2012 that converted to a month to month tenancy beginning on August 1, 2013 for a monthly rent of \$1,225.00 due on the 1st of each month with a security deposit of \$612.50 paid. The agreement also stipulates that if rent is late being paid the landlord will impose a fee of not more than \$35.00.

- A copy of a Notice of Rent Increase dated April 10, 2013 increasing the rent to \$1,271.00 effective August 1, 2013.

The landlord submits the tenant failed to pay the full rent owed for the month of February 2014 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 February 3, 2014.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days. The landlord submits that the tenant owes \$871.00 for the month of February 2014 and has also not paid any rent for March and April 2014. The landlord seeks also a late payment fee for each of the 3 months in the amount of \$75.00.

Analysis

Based on the landlord's undisputed documentary evidence and testimony I find the tenant has failed to pay the full rent for the months claim for a total of \$3,413.00. I also find the tenant is responsible for the payment of the late fee as per the tenancy agreement for each of the three months claim for a total of \$75.00.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$3,538.00** comprised of \$3,413.00 rent owed; \$75.00 late fees 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 \$612.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,925.50**.

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: April 10, 2014

Residential Tenancy Branch

