



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent and money owed or compensation for damage or loss, and to recover the filing fee.

The landlord's agent (hereafter "landlord") attended; the tenants did not attend the telephone conference call hearing.

The landlord provided the registered mail receipts showing the tracking numbers substantiating that each tenant was served with the Application for Dispute Resolution and Notice of Hearing by registered mail on April 17, 2014.

Based upon the submissions of the landlord, I find the tenants were served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' 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 written 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.

*Preliminary matter*-The landlord submitted that the tenants vacated the rental unit since the filing of their application, and as a result, the landlord was no longer seeking an order of possession for the rental unit. I have excluded this request from further consideration.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation and to recover the filing fee?

Background and Evidence

The landlord gave evidence that this tenancy began on September 11, 2012, monthly rent was \$725, and a security deposit of \$362.50 was paid by the tenants at the beginning of the tenancy.

The landlord gave evidence that on April 2, 2014, the tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by attaching it to the tenants' door, listing unpaid rent of \$725 as of April 1, 2014. The effective vacancy date listed on the Notice was April 15, 2014.

The Notice informed the tenants that the Notice would be cancelled if the rent was paid within five days. The Notice also explained that alternatively the tenants had five days to dispute the Notice by making an application for dispute resolution.

The landlord stated that the tenants did not pay rent for April and as a result, the landlord is seeking the amount of \$725, for unpaid rent, \$20 for a late rent payment fee, and \$10 for a parking fee, for a total of \$755.

I note that although the landlord applied for loss of rent revenue for May and June, the landlord stated that they were no longer seeking these amounts as the rental unit was re-rented, beginning in May 2014.

I have no evidence before me that the tenants applied to dispute the Notice.

Analysis

Based upon the landlord's undisputed evidence, I find the tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent, did not pay all the outstanding rent or file an application for dispute resolution in dispute of the Notice within five days of service. I further find that the landlord has proven that the tenants owed and failed to pay the rent due for April 2014, in the amount of \$725.

I also approve the landlord's claim for a late fee of \$20, a parking fee of \$10, and the filing fee of \$50.

I therefore find that the landlord is entitled to a monetary award of \$805, comprised of unpaid rent of \$725 for April 2014, the late fee of \$20, the parking fee of \$10, and the \$50 filing fee paid by the landlord for this application.

### Conclusion

The landlord's application has been granted.

The landlord has been granted a monetary award in the amount of \$805.

At the landlord's request in the hearing, I allow the landlord to retain the tenants' security deposit of \$362.50 in partial satisfaction of the monetary award.

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 \$442.50, which I have enclosed with the landlord's Decision.

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

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 respondents.

Dated: June 10, 2014

---

Residential Tenancy Branch

