



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bristol Estates
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR; MNR; MNDC, MNSD; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent and late fees; compensation for damage or loss under the Act; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were mailed to each of the Tenants, via registered mail, to the rental unit on July 16, 2014. The Landlord provided copies of the registered mail receipts and tracking numbers for the registered documents.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that all of the Tenants were duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenants did not sign into the teleconference and the Hearing proceeded in their absence.

Preliminary Matters

The Landlord's application was amended to reflect the correct spelling of the Tenant KS's first name. The Landlord clearly seeks compensation for loss of revenue for the month of August, 2014, and compensation for late fees and therefore, the Landlord's application was also amended to add a claim for MNDC.

At the outset of the Hearing, the Landlord's agent testified that the Tenants abandoned the rental unit "mid-August" and that the Landlord has taken back possession of the rental unit. Therefore, the Landlord's agent withdrew the Landlord's request for an Order of Possession.

Issues to be Decided

- Is the Landlord entitled to a monetary award for unpaid rent, loss of revenue, and late fees?

Background and Evidence

The Landlord's agent gave the following testimony and evidence:

A copy of the tenancy agreement was provided in evidence. This tenancy was a term lease, commencing May 1, 2014, and ending April 30, 2015. Monthly rent was \$950.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$475.00 on April 25, 2014.

The Tenants did not pay rent when it was due on July 1, 2014, and the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent. A copy of the Notice was provided in evidence. The Landlord's agent served the Tenants with the Notice by attaching it to their door on July 3, 2014, at 2:23 p.m. The Tenants did not dispute the Notice.

The Landlord's agent requested a monetary order for unpaid rent and late fees, as follows:

Unpaid rent for July, 2014	\$950.00
Late fees pursuant to the tenancy agreement	\$25.00
Loss of revenue for August, 2014	\$950.00
Late fees pursuant to the tenancy agreement	<u>\$25.00</u>
TOTAL AMOUNT CLAIMED	\$1,950.00

Analysis

I accept that the Landlord served the Tenants with the Notice to End Tenancy by posting the Notice on the Tenants' door on July 3, 2014. Pursuant to the provisions of Section 90 of the Act, service in this manner is deemed to be effected three days after posting the documents, July 6, 2014. I accept the undisputed testimony of the Landlord's agent that the Tenants did not pay all of the arrears within 5 days of receiving the documents. I find that the tenancy ended on July 16, 2014, that the Tenants overheld, and that the Landlord suffered a loss of revenue for the month of August as a result of the Tenants' actions. Therefore, I allow the Landlord's claim in the total amount of \$1,900.00 for unpaid rent and loss of revenue.

There is a clause in the tenancy agreement that allows for late fees in the amount of \$25.00. I therefore award the Landlord \$25.00 for late fees for the month of July, 2014.

Late fees are for late rent, not loss of revenue, and therefore I dismiss the Landlord's claim for late fees for the month of August, 2014.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary award. No interest has accrued on the security deposit.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the \$50.00 filing fee from the Tenants.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid Rent	\$950.00
Late fees for July, 2014	25.00
Loss of revenue for August, 2014	\$950.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,975.00
Less security deposit	<u>- \$475.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,500.00

Conclusion

The Landlord's agent withdrew the Landlord's application for an Order of Possession.

I hereby grant the Landlord a Monetary Order in the amount of **\$1,500.00** for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and 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 15, 2014

Residential Tenancy Branch

