



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Wall Financial Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, MNR, OPR, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order authorizing her to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing by registered mail sent August 26, the tenant did not participate in the conference call hearing.

At the hearing, the landlord advised that the tenant vacated the unit on September 1, 2014 and that the unit had been re-rented for September 15. The hearing proceeded to address only the claim for a monetary order and to retain the security deposit.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on December 1, 2013 at which time the tenant paid a \$367.50 security deposit. Rent was set at \$735.00 per month. The tenant failed to pay rent in August 2014 and on August 2 was served with a 10 day notice to end tenancy for unpaid rent. The tenant did not vacate the unit pursuant to the notice and the landlord could not advertise the unit for rent until the tenant vacated.

The landlord seeks to recover rental arrears for August, \$343.00 in lost income for the first half of September, late payment fees for August and September and recovery of the \$50.00 filing fee paid to bring her application.

### Analysis

I accept the landlord's undisputed testimony and I find that the tenant failed to pay rent in August. I find that the landlord is entitled to recover rent for that month and I award her \$735.00. I further find that the landlord is entitled to a \$20.00 late payment fee pursuant to the terms of the tenancy agreement and I award her that sum.

I find that the landlord could not advertise the rental unit until she knew it would be vacant for incoming tenants and as the tenant did not vacate the unit pursuant to the effective date of the notice, the landlord lost rent for the first half of September. I award the landlord \$343.00 in lost income for that month. I dismiss the landlord's claim for a late payment fee for September. The tenancy ended pursuant to the notice to end tenancy in August and in September, the tenant was no longer contractually obligated to pay rent or late payment fees.

As the landlord has been substantially successful in her claim, I award her the \$50.00 filing fee.

### Conclusion

The landlord has been awarded \$1,148.00 which represents August rent, half of September's rent, a late payment fee and the filing fee. I order the landlord to retain the \$367.50 security deposit in partial satisfaction of the claim and I grant her a monetary order under section 67 for the balance of \$780.50. This order may be filed in the Small Claims Division of the Provincial Court 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 22, 2014

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Residential Tenancy Branch

