



A matter regarding COLUMBIA PROPERTY MANAGEMENT LT

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

D.

and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR OPR MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order of Possession pursuant to Sections 46, and 55;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

The tenant did not attend. The landlord gave sworn evidence that the Notice to end Tenancy dated September 8, 2014 was served by posting it on the door and the Application for Dispute Resolution by registered mail. It was verified online as successfully delivered. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

The tenant was issued a Notice to End Tenancy dated September 8, 2014 for unpaid rent. The landlord stated the tenant vacated in September 2014 so an Order of Possession is not required. The remaining issue is if the landlord is entitled to a Monetary Order for rental arrears and filing fee and in what amount?

Background and Evidence:

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced July 1, 2013, a security deposit of \$412.50 and a pet damage deposit of \$200 were paid and rent is currently \$825 a month. The landlord outlined the amounts owing and provided a rental ledger to support the evidence. The landlord is claiming the rental arrears of \$75 from June 2014 and \$825 for each of July, August and September. In addition, the landlord said the suite was unable to be re-rented for October because of the condition in which the tenant left it so they request \$825 rental loss for October 2014. The landlord also requests compensation for a locksmith charge of \$73.50

(invoice provided); a fire inspection was scheduled in December 2013 but the tenant did not answer her door so a locksmith had to be hired to enter the unit for the inspection. Apparently the tenant was inside but did not choose to answer her door although call backs for the mandated fire inspections are very costly.

In evidence is the registered mail receipt, a rent ledger, a tenancy agreement, the Notice to End Tenancy for unpaid rent, a warning letter and an invoice. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Order of Possession

The landlord no longer requires an Order of Possession as the tenant vacated.

Monetary Order

I find that there are rental arrears and loss plus the invoiced charge for entry for fire inspection totalling \$3448.50 representing invoiced amounts for arrears, rental loss and entry for inspection from December 2013 to October 31, 2014.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain the security and pet damage deposits to offset the amounts owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Rental arrears and loss to Oct. 2014	3375.00
Cost for entry for fire inspection	73.50
Filing fee	50.00
Less security and pet deposits	-612.50
Total Monetary Order to Landlord	2886.00

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: November 06, 2014

Residential Tenancy Branch