



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      mndc, mnr, mnsd, opr, ff

### Introduction

The landlord applies for an Order of Possession, a Monetary Order; and an order to retain the security deposit.

The tenant did not attend the hearing. I accept that the tenant was properly served with the Application for Dispute resolution hearing package by way of registered mail.

### Issues to Be Decided

- Is the landlord entitled to an Order of Possession?
- Is there rent money due and payable by the tenant?
- If so, is the landlord entitled to retain the deposit in partial satisfaction of the amount owing?

### Background and Evidence

This tenancy began on August 1, 2014. Rent was due on the 1<sup>st</sup> day of each month in the amount of \$750.00. A security deposit of \$375.00 and a pet damage deposit of \$375.00 were paid on July 11, 2014. The landlord served the tenant with a 10-Day Notice to End Tenancy, after not receiving rent for the month of November. The tenant did not pay the rent or apply for dispute resolution within the required five days of receiving the Notice to End Tenancy. No rent has been paid since. The tenant also owes the landlord the sum of \$13.78, representing a charge invoiced by the landscaping company for cleaning up the tenant's dog feces. The tenant also owes a late payment of rent charge for November, of \$25.00.

On December 16, 2014, the landlord found the tenant had vacated the premises, and left the keys behind.

### Analysis

As the landlord has already recovered possession of the premises, no Order of Possession is now required, and that portion of the claim is dismissed.

The landlord is entitled to recover from the tenant the rental arrears and late charge for November, of \$775.00. The landlord is also entitled to recover the occupation rent and lost rental income for December of a further \$750.00. The landlord may recover the dog feces invoice and the filing fee for this application from the tenant, and may retain the security deposit in partial satisfaction of the award.

Conclusion

The landlord is entitled to an award totalling \$1,588.78. The security deposit including accrued interest to the date of this hearing, totals \$375.00. I order, pursuant to section 38(1)(d) that the full amount of the deposit be retained, in partial satisfaction of the monetary award noted above. I further order that the remaining balance of the award due to the landlord, equalling \$1,213.78, be paid immediately.

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: December 17, 2014

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Residential Tenancy Branch

