



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ADVANCED PROPERTY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with a landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent and late fees; and, authorization to retain all or part of the security deposit and/or pet damage deposit. The tenant did not appear at the hearing. The landlord testified that the hearing package, along with copies of the 10 Day Notice and ledger were sent to the tenant via registered mail at the rental unit address on October 24, 2014. The landlord had provide a copy of the registered mail receipt, including tracking number as proof of service. The landlord testified that the registered mail was returned as unclaimed. The landlord also stated that the tenant vacated the rental unit on October 28, 2014.

Residential Tenancy Policy Guideline 12: *Service Provisions* provides that where the respondent does not appear at a hearing, the applicant must be prepared to prove service. Proof of service by registered mail should include the original receipt given by the post office; the date of service, the address used for service; and, where the respondent is a tenant, that the address of service was the person's residence at the time of service or forwarding address at the time of mailing.

Based upon the undisputed testimony of the landlord, I was satisfied that the address used to send the hearing package to the tenant was her address of residence at the time of mailing and, pursuant to section 90 of the Act, I found that the tenant was deemed to have ben served with the hearing documents even though she did not accept or pick up the registered mail. Therefore, I continued to hear from the landlord without the tenant present.

Having heard the tenant has since vacated the rental unit, an Order of Possession is no longer required and I do not provide one with this decision.

Issue(s) to be Decided

1. Is the landlord entitled to recovery unpaid rent and/or loss of rent and late fees from the tenant as claimed?

2. Is the landlord authorized to retain all or part of the security deposit and/or pet damage deposit?

Background and Evidence

The tenancy commenced on September 11, 2013 for a fixed term that expired March 31, 2014 and then converted to a month-to-month tenancy. The tenant paid a security deposit of \$357.50 and a pet damage deposit of \$357.50. The tenancy agreement provides that the tenant would pay rent of \$715.00 on the 1st day of every month and clause 7 of the tenancy agreement provides for late fees of \$25.00.

On October 6, 2014 a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) was posted on the tenant's door. The Notice indicates rent of \$1,519.01 was outstanding as of October 1, 2014. The tenant did not pay the outstanding rent or file to dispute the Notice. Rather, the tenant vacated the rental unit on October 28, 2014.

I noted that the ledger provided as evidence indicates that as of October 1, 2014 \$1,569.01 was outstanding. The landlord explained that late fees were not included in the amount indicated on the 10 Day Notice.

The landlord is seeking to recover \$1,594.01 in unpaid rent and late fees from the tenant, as supported by the ledger. I noted that aside from rent, late fees and payments appearing in the ledger, there was also a charge for re-keying in the amount of \$84.01 on June 13, 2014. The landlord explained that the tenant had requested the landlord change the locks at the tenant's expense after an incident involving the tenant's boyfriend.

Analysis

Under the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement. Upon review of the documentary evidence provided to me and the landlord's undisputed submissions, I am satisfied the tenant failed to pay all of the monthly rent of \$715.00 that was due to the landlord for the months of July 2014 through October 2014.

Section 7 of the Residential Tenancy Regulations provide for fees a landlord may charge a tenant, including late fees of up to \$25.00 if the term is included in the tenancy agreement. Upon review of the tenancy agreement, I find there is a valid late fee term in the tenancy agreement and the landlord was entitled to charge the tenant late fees of \$25.00 each month the tenant was late in paying her rent. Therefore, I grant the landlord recovery of the unpaid late fees that appear in the ledger.

Finally, I accept the undisputed evidence that that locks were changed at the request of the tenant due to her personal circumstances and that she agreed to pay for the related cost. Therefore, I am satisfied the landlord is entitled to recovery this cost from the tenant.

In light of the above, I find the landlord has established an entitlement to an award of \$1,594.01 for unpaid rent, late fees, and lock changing costs as appearing in the ledger and I award that amount to the landlord. I further award the landlord recovery of the \$50.00 filing fee paid for this Application.

I authorize the landlord to retain the tenant's security deposit and pet damage deposit in partial satisfaction of the amounts awarded to the landlord as provided under section 38 and 72 of the Act.

Based on the above, the landlord is provided a Monetary Order calculated as follows:

Amount claimed, per ledger	\$1,594.01
Filing fee	50.00
Less: security deposit and pet damage deposit	<u>(715.00)</u>
Monetary Order	\$ 929.01

To enforce the Monetary Order, it must be served upon the tenant and it may be filed in Provincial Court (Small Claims) to enforce as an order of the court.

Conclusion

The landlord has been authorized to retain the tenant's security deposit and pet damage deposit in partial satisfaction of amounts awarded to the landlord and the landlord has been provided a Monetary Order for the balance of \$929.01 to serve and enforce.

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 03, 2014

Residential Tenancy Branch

