



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Elizabeth Manor
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing on December 17 by registered mail, the tenant did not participate in the conference call hearing.

At the hearing, the landlord advised that she and the tenant were in another dispute resolution proceeding on January 6, 2015 at which time she was granted an order of possession. As the landlord already has that order, she withdrew her claim for an order of possession.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The undisputed evidence of the landlord is as follows. The tenancy began on January 1, 2014 at which time the tenant paid a \$425.00 security deposit. Rent was set at \$850.00 per month to be paid in advance on the first day of each month. The tenancy agreement provided that late rental payments would be subject to a \$25.00 late payment fee.

The tenant failed to pay rent on December 1, 2014 and on December 2, the landlord served the tenant with a 10 day notice to end tenancy for unpaid rent. The tenant disputed that notice unsuccessfully and on January 14, the landlord served the tenant with the order of possession she received as a result of his hearing.

The landlord seeks a monetary order for the outstanding rental arrears for December, loss of income for January, 2 late payment fees for the months of December and January and recovery of the \$50.00 filing fee paid to bring their application.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant failed to pay rent on December 1 as required under the tenancy agreement. I find that the tenant owes the landlord \$850.00 in rent for the month of December as well as a \$25.00 late payment fee pursuant to the terms of the tenancy agreement. I award the landlord \$875.00. Because the tenancy ended in December pursuant to the Notice, I find that the tenant was not under an obligation to pay rent in January and therefore cannot be subject to a late payment fee. I dismiss the claim for a late payment fee for January.

I find that the landlord lost income for the month of January because the tenant did not vacate the rental unit or pay occupational rent. I find that the landlord is entitled to recover the income they lost for that month and I award the landlord \$850.00. I find that as the landlord has been substantially successful in their claim, they should recover their filing fee and I award them \$50.00.

The landlord has been awarded a total of \$1,775.00 which represents rental arrears for December, lost income for January, a \$25.00 late payment fee for December and the \$50.00 filing fee. I order the landlord to retain the \$425.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance of \$1,350.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court

Conclusion

The landlord has been awarded \$1,350.00 and will retain the security deposit.

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: January 14, 2015

Residential Tenancy Branch

