



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bristol Estates
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession and a monetary order for unpaid rent or utilities, for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit, and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord company attended the conference call hearing, gave affirmed testimony, and provided evidentiary material prior to the commencement of the hearing. However, despite being personally served with the Landlord's Application for Dispute Resolution and notice of hearing documents on December 16, 2014, no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord's agent. The landlord's agent testified that the documents were served on that date and in that manner, and has provided a document showing acknowledgement of service by the tenant's signature, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence and the testimony provided has been reviewed and is considered in this Decision.

At the outset of the hearing, the landlord's agent withdrew the application for an Order of Possession and the application for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit.

Issue(s) to be Decided

The issue remaining to be decided is:

Has the landlord established a monetary claim as against the tenant for unpaid rent?

Background and Evidence

The landlord's agent testified that this fixed term tenancy began on August 1, 2013 and reverted to a month-to-month tenancy after the first year. The tenant still resides in the rental unit. Rent in the amount of \$650.00 per month is payable in advance on the 1st day of each month. On August 3, 2013 the landlord collected a security deposit from the tenant in the amount of \$325.00 which is still held in trust by the landlord, and no pet damage deposit was collected. A copy of the tenancy agreement has been provided.

The landlord's agent further testified that the tenant fell into arrears of rent in November, 2014 having paid \$375.00 on the 7th of the month and leaving a balance due of \$300.00, including a \$25.00 late fee. The tenant paid the landlord \$360.00 on December 8, 2014 and the landlord applied \$300.00 to November's rent and the balance of \$60.00 to December's rent, leaving a balance for December of \$590.00. On December 20, 2014 the tenant paid \$600.00 and the \$10.00 credit was applied to January's rent. On January 4, 2015 the tenant paid \$300.00 and now owes \$340.00 in addition to a late fee of \$25.00. The tenant has promised to pay the balance and the landlord's agent trusts that it will be paid.

The landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on December 2, 2014 which shows that the tenant failed to pay rent in the amount of \$1,025.00 that was due on December 1, 2014, and the landlord's agent testified that the amount on that notice is incorrect and was noticed today.

The landlord claims a monetary order for the unpaid rent in the amount of \$340.00, a late fee of \$25.00 and recovery of the \$50.00 filing fee.

Analysis

Having heard the affirmed testimony of the landlord's agent, and having found that the tenant has been served with notice of this hearing, in the absence of any evidence to the contrary, I accept the testimony of the landlord's agent that the tenant is in arrears of rent the sum of \$340.00 to the end of January, 2015. I have also reviewed the tenancy agreement and am satisfied that the tenant agreed to pay a late fee of \$25.00. In the circumstances I find that the landlord has established a monetary claim in the amount of \$365.00.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

For the reasons set out above, the landlord's application for an Order of Possession is hereby dismissed as withdrawn.

The landlord's application for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit is also dismissed as withdrawn.

I hereby grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$415.00.

This order is final and binding and may be enforced.

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 16, 2015

Residential Tenancy Branch

