



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FOUR GREEN PROPERTIES INC. & MARK JOSEPH SCHMIDT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for loss or damage under the Act, regulations or tenancy agreement, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on August 20, 2014 by order of substitute service to the Tenant's place of work . Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Are there other losses or damages and is the Landlord entitled to compensation?
4. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on April 1, 2013 as a fixed term tenancy with an expiry date of March 31, 2014 and then continued on a month to month basis. Rent was \$500.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$250.00 at the start of the tenancy. The Landlord said the Tenant moved out of the rental unit on May 16, 2014.

The Landlord said that the Tenant did not pay rent of \$500.00 for each month of April and May, 2014. As well the Landlord is requesting compensation from the Tenant for NSF charges of \$25.00 for each month of April and May, 2014 for returned cheques. In addition the Landlord is also requesting the \$25.00 late fee for each month of April and May, 2014 as written into the tenancy agreement.

The Landlord said they have also included a cleaning charge for \$240.00, but the Landlord said they did not include the paid receipt for this claim in the evidence package.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The Tenant does not have the right under the Act to withhold part or all of the rent; therefore I find the Tenant is responsible for the unpaid rent for April, 2014 in the amount of \$500.00 and unpaid rent for May, 2014 in the amount of \$500.00. Further I also award the Landlord's claim for the two late rent payments for the months of April and May, 2014 in the amount of \$50.00 and the NSF charges or \$50.00 for April, 2014 and May, 2014.

For a monetary claim for damage or loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The Landlord has not proven or verified the cleaning claim that he has made because the Landlord has not provided a paid receipt for the cleaning charges. Consequently I dismiss the cleaning claim of \$240.00 for lack of evidence.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 1,000.00
	Late rent fees	\$ 50.00
	NSF charges	\$ 50.00
	Recover filing fee	\$ 50.00
	Subtotal:	\$1,150.00
Less:	Security Deposit	\$ 250.00
	Subtotal:	\$ 250.00
	Balance Owing	\$ 900.00

Conclusion

A Monetary Order in the amount of \$900.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: March 10, 2015

Residential Tenancy Branch

