



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order. The hearing was conducted via teleconference and was attended by agents for the landlord.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on February 20, 2015 in accordance with Section 89 and with their amended Application on March 3, 2015. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed. The landlord's agent confirmed that the tenant had received the amended Application by March 7, 2015 when the tenant vacated the rental unit. Based on the testimony of the tenant, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

As the tenant has vacated the rental unit as of March 7, 2015 the landlord confirmed that they are no longer in need of an order of possession and I amend their Application for Dispute Resolution to exclude the matter of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on May 25, 2011 for a 1 year fixed term tenancy beginning on June 1, 2011 for the current monthly rent of \$1,192.00 due on the 1st of each month and a security

deposit of \$550.00 was paid. The tenancy agreement included a clause that required the tenant to pay \$25.00 for any rent paid late; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on February 5, 2015 with an effective vacancy date of February 12, 2015 due to \$1,192.00 in unpaid rent.

Evidence filed by the landlord indicates the tenant failed to pay the full rent owed for the month of February 2015 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent personally on February 2, 2015.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days. The landlord confirmed that the tenant paid two installments of \$500.00 during the month of February and receipts were issued for use and occupancy only. The landlord seeks \$192.00 for unpaid February rent; \$25.00 for February late fee; and \$269.16 for unpaid rent for March 2015.

Analysis

Based on the undisputed evidence and testimony of the landlord I find that the landlord is entitled to above noted compensation for unpaid rent and late fees.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$536.16** comprised of \$461.16 rent owed; \$25.00 late fees and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$550.00 in satisfaction of this claim. I grant a monetary order to the tenant in the amount of **\$13.84** for the balance of the security deposit. This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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 17, 2015

Residential Tenancy Branch

