



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

The tenant did not attend this hearing, although I waited until 1:15 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:00 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

Preliminary Issues- Service of Documents

The landlord testified that a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) was posted on the tenant's door on July 9, 2014. In accordance with sections 88 and 90 of the *Act*, I am satisfied that the 10 Day Notice was deemed served to the tenant on July 12, 2014, the third day after its posting.

The landlord testified that the landlord sent a copy of the landlord's dispute resolution hearing package, containing the landlord's application for dispute resolution and the Notice of this Hearing, to the tenant by registered mail on August 18, 2014. This first hearing package was returned from the forwarding address the tenant gave the landlord at the end of his tenancy. The landlord testified that on September 11, 2014, the hearing package was re-sent to the tenant at a new address in another province, which the tenant had subsequently provided to the landlord by email on September 5, 2014. The landlord testified that the second hearing package was also returned to the landlord, this time noting that the mail was unclaimed. The landlord provided the Canada Post Tracking Numbers for each of the above registered mailings to the tenant. Based on the sworn testimony and written evidence of the landlord and in accordance

with sections 89(1) and 90 of the *Act*, I find that the tenant was deemed served with the landlord's dispute resolution hearing package on September 16, 2014, the fifth day after the registered mailing of September 11, 2014.

The landlord testified that 25 pages of written evidence was provided to the tenant with the landlord's dispute resolution hearing package. The landlord also testified that this evidence was sent to the Residential Tenancy Branch (the RTB) by facsimile on or about February 27, 2015. Although the RTB received written evidence from the landlord by facsimile on February 27, 2015, I noted that the package received was seven pages, chiefly involving the service of documents to the tenant. The landlord could not confirm that the remainder of the written evidence package was indeed submitted to the RTB. Under these circumstances, I advised the landlord that I could only consider the seven pages of written evidence before me prior to this hearing.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to a monetary award for damage arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Background and Evidence

The landlord testified that this tenancy began on February 1, 2014, as a six-month fixed term tenancy. According to the terms of the written residential tenancy agreement, the landlord said that the monthly rent was set at \$650.00, payable in advance on the first of each month. She testified that the landlord continues to hold the tenant's \$325.00 security deposit paid on January 17, 2014. She said that the tenant advised the landlord on August 8, 2014, that the tenant had vacated the rental unit on or about July 20, 2014. She said that the tenant did not pay rent for July 2014.

The landlord's application for a monetary award of \$965.00 included the following items:

Item	Amount
Unpaid July 2014 Rent	\$650.00
July Late Fee	25.00
Suite Cleaning	180.00
Carpet Cleaning	90.00
Repair of Screen	20.00
Total Monetary Order Requested	\$965.00

Analysis

Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, the regulations or the tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. I find that there is undisputed sworn testimony that the tenant failed to pay his July 2014 rent, the issue that gave rise to the premature end to this fixed term tenancy. As such, I find that the landlord is entitled to a monetary award of \$650.00 for unpaid rent for the month of July 2014.

I dismiss the remainder of the landlord's application for a monetary award for losses and damage without leave to reapply as the landlord has failed to provide any written evidence to support the remainder of the landlord's monetary claim.

To implement the monetary award, I order the landlord to retain the tenant's security deposit plus applicable interest. No interest is payable over this period.

Conclusion

I issue a monetary Order in the landlord's favour under the following terms, which allows the landlord to recover unpaid rent and to retain the tenant's security deposit.

Item	Amount
Unpaid July 2014 Rent	\$650.00
Less Security Deposit	-325.00
Total Monetary Order	\$325.00

The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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 10, 2015

Residential Tenancy Branch

