



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

**OPR, MNR, MNSD, FF**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on April 28, 2015, in the afternoon; he personally served the tenant with copies of the Application for Dispute Resolution and Notice of Hearing and evidence. Service took place at the tenant's rental unit.

These documents are deemed to have been served in accordance with section 89 and 90 of the Act; however the tenant did not appear at the hearing.

### Preliminary Matters

The landlord confirmed that he has possession of the unit; an Order of possession is not required.

The details of the dispute section of the application sets out a claim for a late fee; which is considered damage or loss under the Act.

### Issue(s) to be Decided

Is the landlord entitled to a monetary Order for April 2015 rent in the sum of \$375.00 and a \$25.00 late fee?

May the landlord retain the security deposit paid by the tenant?

### Background and Evidence

The tenancy commenced on December 1, 2013. Rent is \$375.00 per month, due on the first day of each month. A security deposit in the sum of \$187.50 was paid. A copy of the tenancy agreement and an addendum were signed. The addendum and the tenancy agreement were supplied as evidence.

Clause 30 of the addendum requires payment of a \$25.00 late rent fee.

The tenant rented a room in a house owned by the landlord; the landlord lives elsewhere.

The tenant was given a 10 day notice to end tenancy for unpaid rent and was to vacate the unit on April 20, 2015. The tenant vacated at the end of April 2015.

The tenant did not pay April 2015 rent in the sum of \$375.00.

The landlord has claimed compensation for the unpaid rent and a late fee for April 2015.

### Analysis

In the absence of evidence to the contrary, I find that the tenant has not paid rent in the amount of \$375.00 for April 2015 and that the landlord is entitled to compensation in that amount.

Based on clause 30 of the tenancy addendum, which complies with the fees set out in the Residential Tenancy Regulation, I find that the landlord is entitled to the \$25.00 late rent fee.

As the landlords application has merit I find, pursuant to section 72 of the Act, that the landlord is entitled to recover then \$50.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

Pursuant to section 72 of the Act, I find that the landlord is entitled to retain the security deposit in partial satisfaction of the claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$262.50. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

### Conclusion

The landlord is entitled to a monetary Order for unpaid rent and a late fee.

The landlord may retain the security deposit.

The landlord is entitled to filing fee costs.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: June 10, 2015

