



# Dispute Resolution Services

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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: MNR OPR MNSD FF

### **Introduction:**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order of Possession pursuant to Sections 46, and 55;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

### **SERVICE:**

The tenant did not attend. The landlord gave sworn testimony that they served the Notice to End Tenancy dated August 7, 2015 taped on the door and the Application for Dispute Resolution by registered mail. It was verified online that the tenant refused delivery of the registered mail. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act.

### **Issue(s) to be Decided:**

The tenant was issued a Notice to End Tenancy dated August 7, 2015 for unpaid rent. The landlord no longer requires an Order of Possession. The remaining issue is whether the landlord is entitled to a Monetary Order for rental arrears and filing fee?

### **Background and Evidence:**

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced in June 2015, a security deposit of \$375 was paid on May 5, 2015 and rent is currently \$750 a month. The landlord is claiming the amount of \$1544 which represents \$24 owed for late payment in June 2015 and \$750 rental loss for each of August and September plus \$20 fee to replace a key. The landlord said the maintenance person saw the tenant vacating on or about September 26, 2015.

In evidence is the Notice to End Tenancy and the tenancy agreement. The tenant provided no documents to dispute the amount owing.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

**Analysis**

Monetary Order

I find that there are rental arrears and rental loss in the amount of \$1524 plus a \$20 charge to replace a key.

**Conclusion:**

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears and loss	1524.00
Charge to replace key	20.00
Filing fee	50.00
Less security deposit (no interest 2015)	-375.00
Total Monetary Order to Landlord	1219.00

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: October 08, 2015

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Residential Tenancy Branch

