



# Dispute Resolution Services

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                      MNDC, MNR, MNSD, OPR, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order authorizing them to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing sent via registered mail on August 20, the tenant did not participate in the conference call hearing.

At the hearing, the landlord withdrew her claim for an order of possession as the tenant vacated the rental unit.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on May 1, 2015 and rent was set at \$750.00 per month payable in advance on the first day of each month. On April 25 the tenant paid a \$375.00 security deposit. The tenancy agreement provides that when rent is not received on the first day of the month, a \$25.00 late payment fee is applied.

The tenant failed to pay rent in the month of August and on August 7, the landlord served on the tenant a 10 day notice to end tenancy for unpaid rent. The landlord conducted an inspection of the unit on September 10 and discovered that the tenant had vacated the rental unit. As of the date of the hearing, the rental unit was still vacant despite the landlord's best efforts to secure a new tenant.

The landlord seeks to recover unpaid rent and a late payment fee for the month of August and loss of income and a late payment fee for the month of September as well as the \$50.00 filing fee paid to bring her application.

### Analysis

I accept the undisputed evidence of the landlord and I find that the tenant was obligated to pay \$750.00 in rent each month and that he failed to do so in the month of August. I find that the landlord is entitled to recover the arrears as well as the late payment fee pursuant to the terms of the tenancy agreement and I award the landlord \$775.00.

Because the tenancy ended on August 17 pursuant to the notice to end tenancy, I find that the tenant were not under a contractual obligation to pay rent in September and therefore cannot be subject to a late payment fee. I dismiss the claim for a late payment fee for September.

Although the tenancy had ended by September, the tenant remained in the unit at the beginning of September and I find that because he did not vacate the unit in accordance with the notice to end tenancy, he caused the landlord to lose income for that month. I find that the tenant's breach of the Act caused the landlord to suffer this loss and I find that the landlord acted reasonably to mitigate her losses by attempting to re-rent the unit. I therefore find that the landlord is entitled to recover from the tenant the \$750.00 in lost income for that month and I award her that sum.

As the landlord has been successful in this claim, I find she should recover the filing fee paid to bring her application and I award her \$50.00 for a total award of \$1,575.00. I order the landlord to retain the \$375.00 security deposit in partial satisfaction of the claim and I grant her a monetary order under section 67 for the balance of \$1,200.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The landlord is granted a monetary order for \$1,200.00 and will retain the security deposit.

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 30, 2015

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Residential Tenancy Branch

