



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Homelife Peninsula Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. The Landlord stated that the Tenants have moved out of the unit and that the Landlord therefore no longer requires an order of possession.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on September 1, 2014. Rent of \$2,100.00 is payable in advance on the first day of each month. The tenancy agreement provides for a late rent fee and an NSF fee each of \$25.00. At the outset of the tenancy, the Landlord collected \$1,050.00 as a security deposit from the Tenant. The Tenant failed to pay rent for July 2015 and on July 15, 2015 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the “Notice”) by posting

the Notice on the door. The Tenants sent the Landlord an email dated August 25, 2015 informing the Landlord that they were out of the unit. The Tenant did not pay the full arrears and did not pay rent for August 2015. The Landlord claims rental arrears of \$1,100.00, unpaid rent of \$2,100.00 for August 2015, and late/NSF fees of \$450.00. The Landlord provided accounting documents as evidence to support the fees being claimed.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Based on undisputed evidence I find that the Tenant moved out of the unit on August 25, 2015 and that the Tenant owes rent for that month. I find therefore that the Landlord has substantiated unpaid rent of **\$3,200.00**.

Given the provision in the tenancy agreement and the undisputed evidence of late and/or NSF fees I find that the Landlord has also substantiated \$450.00. The Landlord is entitled to recovery of the \$50.00 filing fee for a total monetary amount of **\$\$3,700.00**. Setting the security deposit of \$1,050.00 plus zero interest off the entitlement leaves **\$2,650.00** owed by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$1,050.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$2,650.00**. If necessary, this order may be filed in the Small Claims Court and 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: October 06, 2015

Residential Tenancy Branch

