



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0917407 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on October 4, 2015 in accordance with Section 89.

Based on the undisputed testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing the landlord testified that the tenant has vacated the rental unit, on or before December 1, 2015. As a result, the landlord no longer requires an order of possession and I amend the landlord's Application for Dispute Resolution to exclude the matter of possession.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent, pursuant to Sections 67, and 72 of the *Act*.

### Background and Evidence

The landlord testified the tenancy began on April 1, 2015 as a 1 year fixed term tenancy for a monthly rent of \$1,000.00 due on the 1<sup>st</sup> day of each month with a security deposit of \$500.00 paid.

The landlord also testified that the tenant was \$200.00 short of the full rent for the month of May 2015 and that he had not paid any rent for the months of June, July, August, September, October, and November 2015.

The landlord seeks a monetary for the outstanding rent and for a \$50.00 per month late payment fee.

### Analysis

Based on the landlords undisputed testimony I accept the tenant had failed to pay rent in the amounts claimed.

As to the late payment fee, I note that the landlord has failed to provide a copy of a written tenancy agreement that stipulates a late payment fee was required. As such, I dismiss the landlord's claim for late payment fees for all months claimed.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$6,200.00** comprised of rent owed.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: December 02, 2015

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Residential Tenancy Branch

