



# 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      OPR, MNR

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an Order of Possession for unpaid rent, pursuant to section 55; and
- a monetary order for unpaid rent, pursuant to section 67.

The tenant did not attend this hearing, which lasted approximately 9 minutes. The landlord's agent, KP ("landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord confirmed that she is the resident property manager for the "landlord company" named in this application and that she had authority to speak on its behalf at this hearing. The landlord provided a written authorization from the landlord owner of the rental unit giving the landlord company authority to handle its matters. The landlord also provided a letter to the tenant indicating that the landlord company was the new property management company taking over from the previous property management company.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package ("Application") on June 24, 2016, by way of registered mail. The landlord provided a Canada Post receipt and tracking number with this Application. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's Application on June 29, 2016, five days after its registered mailing.

The landlord testified that the tenant was served with the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated June 6, 2016 ("10 Day Notice"), by way

of posting to the tenant's rental unit door on June 7, 2016. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's 10 Day Notice on June 10, 2016, three days after its posting.

At the outset of the hearing, the landlord stated that the tenant had vacated the rental unit, so the landlord no longer required an order of possession. Accordingly, this portion of the landlord's Application is dismissed without leave to reapply.

### Issue to be Decided

Is the landlord entitled to a monetary award for unpaid rent?

### Background and Evidence

The landlord testified regarding the following facts. This tenancy began on August 25, 2014 and ended on June 21, 2016. Monthly rent in the amount of \$1,380.00 was payable on the first day of each month. A security deposit of \$690.00 and a pet damage deposit of \$690.00 (collectively "deposits") were paid by the tenant and the landlord continues to retain both deposits. The landlord provided a copy of the written tenancy agreement, which was signed by the previous property management company and the tenant.

The landlord issued a 10 Day Notice for unpaid rent of \$1,380.00 due on June 1, 2016. The landlord testified that the tenant failed to pay rent of \$1,380.00 for June 2016. The landlord said that the unit was re-rented as of July 1, 2016, to a new tenant. The landlord seeks a monetary order of \$1,380.00 for June 2016 rent.

### Analysis

Section 26 of the *Act* requires the tenant to pay rent on the date indicated on the tenancy agreement, which is the first day of each month in this case. Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, *Regulation* or tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. However, section 7(2) of the *Act* places a responsibility on a landlord claiming compensation for loss resulting from a tenant's non-compliance with the *Act* to do whatever is reasonable to minimize that loss.

The landlord provided undisputed evidence that the tenant failed to pay rent of \$1,380.00 for June 2016. Rent is due on the first day of each month, as per the tenant's tenancy agreement. The tenant vacated the rental unit on June 21, 2016. The landlord

re-rented the unit as of July 1, 2016. Therefore, I find that the landlord is entitled to \$1,380.00 in rental arrears for June 2016.

Although the landlord did not apply to retain the tenant's deposits, in accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain both deposits, totalling \$1,380.00, in full satisfaction of the monetary award made at this hearing. No interest is payable on the deposits during the period of this tenancy.

### Conclusion

I order the landlord to retain the tenant's entire security and pet damage deposits, totalling \$1,380.00, in full satisfaction of the monetary award made at this hearing.

The landlord's Application for an order of possession is dismissed without leave to reapply.

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: August 04, 2016

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Residential Tenancy Branch