



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      OPR MNR MNSD MNDC FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, monetary order for unpaid rent and lost revenue and an order to retain the security deposit in partial satisfaction of the claim, as well as recovery of the filing fee for the cost of the application.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that they served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on December 23, 2016. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on December 28, 2016, and I proceeded with the hearing in the absence of the tenant.

### Preliminary Issue – Tenant Vacated

At the beginning of the hearing the landlord stated that the tenant vacated the rental unit on January 16, 2017. I therefore did not need to consider the portion of the landlord's application regarding an order of possession.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation for unpaid rent and lost revenue?  
Is the landlord entitled to recovery of the filing fee?

### Background and Evidence

The tenancy began on October 1, 2016. Rent in the amount of \$1,100.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$550.00.

The tenant failed to pay \$150.00 of the rent for November 2016 and paid no rent for December 2016. On December 3, 2016 the landlord served the tenant with a notice to end tenancy for unpaid rent. The tenant did not pay rent for January 2017. The landlord has claimed the following:

- 1) \$150.00 for outstanding November 2016 rent;
- 2) \$25.00 for November 2016 late fee;
- 3) \$1,100.00 for December 2016 rent;
- 4) \$25.00 for December 2016 late fee;
- 5) \$1,100.00 for January 2017 rent; and
- 6) \$25.00 for January 2017 late fee.

In support of their claim, the landlord submitted evidence including the following:

- a copy of a residential tenancy agreement, signed by the tenant and the landlord on September 22, 2016, showing a monthly rent of \$1,100.00 due on the first of each month and confirming that the tenant paid the landlord a security deposit of \$550.00;
- a copy of the notice to end tenancy for unpaid rent issued on December 3, 2016, with an effective date of December 16, 2016; and
- a copy of the Landlord's Application for Dispute Resolution, filed December 17, 2017..

### Analysis

I find that the landlord has established their claim for all but the late fee for January 2017. I find that the tenancy ended on December 16, 2016 and the tenant was overholding after that date, so any amounts owing for occupation after that time would be for lost revenue, not unpaid rent. A late fee cannot be charged for lost revenue.

As the landlord's application was successful, they are also entitled to recovery of the \$100.00 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$2,400.00. I order that the landlord retain the security deposit of \$550.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,950.00. 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: January 30, 2017

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Residential Tenancy Branch