



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: FFL MNDCL-S MNRL-S OPR

Introduction

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

- an Order of Possession for unpaid rent or utilities, pursuant to section 55;
- a monetary order for unpaid rent or utilities, pursuant to section 67;
- a monetary order for monetary loss or money owed pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

While the landlord's agent, KB ("landlord"), attended the hearing by way of conference call, the tenant did not. The landlord's agent was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

KB testified that the tenant was served with the landlord's application for dispute resolution hearing package and evidence on March 19, 2019 by way of registered mail. The landlord provided a tracking number their evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's application and evidence on March 24, 2019, five days after its registered mailing.

KB testified that the tenant was served with the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice") dated March 5, 2019, by posting the notice on the tenant's door on March 6, 2019. 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 March 9, 2019, three days after posting.

Although the landlord applied for a monetary Order of \$1,278.95 in their initial claim, since they applied another \$2,300.00 in rent and \$50.00 in late fees have become owing that was not included in their original application. I have accepted the landlord's

request to amend their original application from \$1,278.95 to \$3,628.95 to reflect this additional unpaid rent and late fees that became owing by the time this hearing was convened.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Is the landlord entitled to monetary compensation for unpaid rent and losses?

Is the landlord entitled to recover their filing fee for this application?

Background and Evidence

The landlord's agent testified regarding the following facts. This fixed term tenancy began on July 1, 2018, with monthly rent in the amount of \$1,150.00 payable on the first day of each month. The landlord holds a security deposit and pet damage deposit in the amount of \$575.00 each deposit for this tenancy. The tenant continues to reside in the rental unit.

The landlord issued a 10 Day Notice to End Tenancy, dated March 5, 2019, as the tenant failed to pay rent due on March 1, 2019. The landlord's agent testified that the tenant owes \$1,150.00 in outstanding rent each for the months of March 2019 through to May 2019, plus \$75.00 in late fees. The total outstanding rent and late fees are \$3,525.00.

The landlord is also seeking a monetary order in the amount of \$103.95 for money owed by the tenant. The landlord testified that the tenant failed to attend a scheduled appointment to deal with an in-suite issue, which cost the landlord \$103.95 as billed by the service provider. The landlord included the invoice as well as the letter to the tenant dated February 20, 2019. The landlord testified that the tenant has not paid this outstanding invoice. The landlord is seeking an Order of Possession as well as monetary compensation for the unpaid rent, late fees, unpaid invoice, and recovery of the filing fee.

Analysis

The landlord's agent provided undisputed evidence at this hearing, as the tenant did not attend. The tenant failed to pay the rent in full, within five days of being deemed to have received the 10 Day Notice. The tenant did not make an application pursuant to section 46(4) of the *Act* within five days of being deemed to have received the 10 Day Notice. In accordance with section 46(5) of the *Act*, the failure of the tenant to take either of the

above actions within five days led to the end of this tenancy on March 19, 2019, the corrected, effective date on the 10 Day Notice. I find that the landlord's 10 Day Notice complies with section 52 of the *Act*. In this case, this required the tenant and anyone on the premises to vacate the premises by March 19, 2019. As this has not occurred, I find that the landlord is entitled to a two (2) day Order of Possession, pursuant to section 55 of the *Act*.

The landlord's agent provided undisputed evidence that the tenant failed to pay the outstanding rent and late fees in the amount of \$3,525.00. Therefore, I find that the landlord is entitled to \$3,525.00 in outstanding rent and late fees for this tenancy.

The landlord's agent provided sufficient evidence to show that due to the tenant's actions, the landlord has suffered a loss of \$103.95. I find that the landlord has provided a copy of this invoice to the tenant, which the tenant has not paid. Accordingly, I allow the landlord a monetary order in the amount of \$103.95 for this loss.

The landlord continues to hold the tenant's security and pet damage deposit of \$575.00 each. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenant's security and pet damage deposit in partial satisfaction of the monetary claim.

As the landlord was successful in their application, I find that they are entitled to recover the filing fee for this application.

Conclusion

I grant an Order of Possession to the landlord effective **two (2) days after service on the tenant(s)**. Should the tenant(s) or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a Monetary Order in the amount of \$2,578.95 in the landlord's favour as set out in the table below. I allow the landlord to retain the tenant's security and pet damage deposit in partial satisfaction of their monetary claim.

Unpaid Rent for March 2019 to May 2019	\$3,450.00
Late Fees (\$25.00 x 3 months)	75.00
Unpaid Invoice	103.95
Filing Fee	100.00
Less Security and Pet Damage Deposit	-1,150.00
Total Monetary Award	\$2,578.95

The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: May 14, 2019

Residential Tenancy Branch