



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, MNSD, FF

### Introduction

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

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

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The following are agreed facts: The sub tenancy, under written agreement, started on June 1, 2018 for a fixed term to end February 28, 2019. Rent of \$1,870.00 was payable on the first day of each month. The rent included a set cost of \$50.00 for utilities and the Parties had an oral agreement that if utilities went over the set costs the Tenant would pay those costs. At the outset of the tenancy the Landlord collected \$910.00 as a security deposit. The Tenant moved out of the unit and left the keys in the unit as instructed by the Landlord on February 28, 2019.

The Tenant does not dispute the Landlord's claim for \$104.83 for the overage utility costs. The Tenant does not dispute the Landlord's claims for unpaid rent of 900.00 for January 2019 and \$1,870.00 for February 2019.

The Landlord claims \$309.00 as travel costs to serve the Tenant with a notice to end tenancy; \$175.00 for seven late rent fees; \$375.00 as travel costs to attend the move-out inspection; and \$243.00 for the Landlord's time to serve the notice and attend the move-out inspection. The Landlord confirms that nothing in the tenancy agreement provides for late rent fees.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Given the terms of the tenancy agreement on rent and as the Tenant does not dispute the claims for utilities and rent I find that the Landlord has substantiated an entitlement to **\$2,874.83**.

Section 7(2) of the Regulations provides that a landlord must not charge a late rent fee unless the tenancy agreement provides for that fee. Based on the Landlord's evidence that the tenancy agreement does not provide for late fees I dismiss this claim.

There is nothing in the Act that provides a Landlord compensation for carrying out its rights and obligations under the Act. I therefore dismiss the Landlord's claim for its time and expenses to end the tenancy by serving the notice to end the tenancy and to attend a move-out inspection.

As the Landlord's application has had merit I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$2,974.83**. Deducting the

security deposit plus zero interest of \$910.00 from this entitlement leaves **\$2,064.83** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$910.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$2,064.83**. 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 Act.

Dated: June 21, 2019

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Residential Tenancy Branch