



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, MNDCL-S, MNRL-S, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for

- an order of possession further to having served a 10 Day Notice to End the Tenancy for Unpaid Rent dated July 5, 2019 ("10 Day Notice");
- a monetary claim of \$2,690.00 for unpaid rent;
- a monetary claim for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement for a \$200.00 Strata fine and a \$25.00 late rent fee; and
- to recover the cost of their filing fee.

An agent for the Landlord, K.M. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenants. The teleconference phone line remained open for over 10 minutes and was monitored throughout this time. The only person to call into the hearing was the Agent, who indicated that she was ready to proceed. I confirmed that the teleconference code provided to the Parties was correct and that the only person on the call, besides me, was the Agent.

I explained the hearing process to the Agent and gave her an opportunity to ask questions about the hearing process. During the hearing the Agent was given the opportunity to provide her evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The Agent provided documentary evidence indicating that she served this Application and the documentary evidence on the Tenants via registered mail packages to each Tenant. The Agent provided Canada Post tracking numbers for these packages. The documentary evidence indicates that the packages were mailed on August 9, 2019, which I find were deemed served on the Tenants on August 14, 2019, pursuant to section 90 of the Act.

The Agent said that the Tenants moved out of the rental unit on September 6, 2019; therefore, she said she no longer needs an Order of Possession for this tenancy. As such, I dismiss this Application for an Order of Possession without leave to reapply.

Preliminary and Procedural Matters

The Agent provided email addresses for the Parties at the outset of the hearing and confirmed her understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary order, and if so, in what amount?
- Is the Landlord entitled to recovery of the Application filing fee?

Background and Evidence

The Agent confirmed the evidence in the tenancy agreement that the fixed term tenancy began on May 1, 2015, running to April 30, 2016, and then became a month-to-month tenancy. The Agent confirmed that the monthly rent at the end of the tenancy was \$1,345.00, due on the first day of each month. The Agent confirmed that the Tenants paid the Landlord a security deposit of \$625.00, and a pet damage deposit of \$625.00, which the Landlord holds and claims against for this Application.

The Agent submitted a monetary order worksheet with the following information:

	Receipt/Estimate From	For	Amount
1	Strata fine	Repeatedly not picking up their dog's feces in common areas.	\$200.00
2	Landlord corporation	Unpaid rent for July 2019	\$1,345.00
3	Landlord corporation	Late rent fee for July 2019	\$25.00
4	Landlord corporation	Unpaid rent for August 2019	\$1,345.00
		Total monetary claim	\$2,915.00

The Agent also said the Landlord seeks recovery of the \$100.00 Application filing fee from the Tenants for a total of \$3,015.00.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Section 26 of the Act states: "A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent." The Landlord provided undisputed evidence that the Tenants failed to pay their outstanding rent from July and August 2019 in the amount of \$2,690.00. There is no evidence before me that the Tenants had a right to deduct any portion of the rent from the monthly rent due to the Landlord. Pursuant to sections 26 and 67 of the Act, I award the Landlord a monetary order of **\$2,690.00** in recovery of the unpaid rent.

A landlord is entitled to impose a late rent fee fine, pursuant to Residential Tenancy Regulation 7(1)(d). As a result, I award the Landlord with **\$25.00** for the late rent fee for July 2019.

Section 67 of the Act states that "if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party." I find the Tenants breached their responsibilities under the Act and their tenancy agreement by

not having maintained a level of cleanliness in not picking up their dog's feces in the common area of the residential property. The Landlord's undisputed evidence is that the Landlord was fined and paid the Strata Council \$200.00 for the Tenants' behaviour in this regard, and accordingly, I award the Landlord recovery of this **\$200.00** fine pursuant to section 67 of the Act.

As the Landlord was successful in this Application, I also award them recovery of the **\$100.00** Application filing fee for a total award of **\$3,015.00**.

I find that this claim meets the criteria under section 72(2)(b) of the Act to be offset against the Tenants' security and pet damage deposits of \$1,250.00 in partial satisfaction of the Landlord's monetary claim. I authorize the Landlord to retain the Tenants' \$625.00 security deposit and \$625.00 pet damage deposit. The Landlord is granted a monetary order for the remainder of **\$1,765.00**.

Conclusion

The Landlord's claim for compensation for damage or loss against the Tenants is successful.

The Landlord has established a monetary claim of \$2,915.00. I authorize the Landlord to retain the Tenant's full security and pet damage deposits of \$1,250.00 in partial satisfaction of the claim. The Landlord has been granted a monetary order under section 67 for the balance due by the Tenants to the Landlord in the amount of **\$1,765.00**.

This Order must be served on the Tenants by the Landlord and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

This decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: October 01, 2019

Residential Tenancy Branch