



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SKYLINE TOWERS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNR, MNSD, FF

Introduction

On July 31, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) requesting an order of possession for the rental unit; a monetary order for unpaid rent; and to keep all or part of the security deposit and or pet damage deposit.

The matter was set for a conference call hearing. The Landlord’s agent (“the Landlord”) attended the conference call hearing; however, the Tenants did not. The Landlord provided affirmed testimony that the Tenants were served the notice of Dispute Resolution Proceeding documents using registered mail sent to the dispute address on August 9, 2019. The Landlord provided the registered mail tracking numbers and photographs of the envelopes addressed and sent to the Tenants. The Landlord testified that the Tenants failed to pick up the registered mail and it was returned as unclaimed. I find that the Tenants were served with Notice of the hearing in accordance with sections 89 and 90 of the Act. The Tenants are deemed served on August 14, 2019.

The Landlord were provided with an opportunity to ask questions about the hearing process and with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Landlord testified that the Tenants moved out of the rental unit prior to the hearing. The Landlord does not require an order of possession for the rental unit.

The hearing proceeded on the Landlord's monetary claims.

Issues to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent?
- Is the Landlord entitled to a monetary order for late payment of rent?
- Is the Landlord entitled to keep the security deposit?

Background and Evidence

The Landlord testified that the tenancy began on November 1, 2018, as a six month fixed term tenancy that continued thereafter on a month to month basis. Rent in the amount of \$1,700.00 was to be paid to the Landlord by the first day of each month. The Tenants paid a security deposit of \$850.00 to the Landlord.

Unpaid Rent

The Landlord testified that the Tenants did not pay the \$1,700.00 rent due under the tenancy agreement for the month of July 2019. The Landlord is also claiming the amount of \$100.00 for late rent payment fees. The Landlord testified that the tenancy agreement contains a term that the Tenants will pay an additional \$25.00 for late payment of rent. The Landlord testified that the Tenants were late paying the rent on four occasions. The Landlord is seeking a monetary order in the amount of \$1,800.00.

Security Deposit

The Landlord is seeking to keep the security deposit of \$850.00 in partial satisfaction of the claim for unpaid rent.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

I find that the tenancy agreement requires the Tenants to pay the Landlord \$1,700.00 for rent by the first day of each month. I find that the Tenants have failed to pay the rent due under the tenancy agreement for the month of July 2019. I award the Landlord the amount of \$1,700.00 for unpaid July 2019 rent.

I find that the tenancy agreement permits the Landlord to charge a fee for late payment of rent. I award the Landlord the amount of \$100.00 for late rent payments.

Security Deposit

I authorize the Landlord to keep the security deposit of \$850.00 towards the award for unpaid July 2019 rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenants to pay the Landlord the \$100.00 fee that the Landlord paid to make application for dispute resolution.

After setting off the security deposit of \$850.00 towards the Landlords monetary award of \$1,900.00 I find that the Landlord is entitled to a monetary order in the amount of \$1,050.00.

I grant the Landlord a monetary order in the amount of \$1,050.00. The monetary order must be served on the Tenants and may be enforced in the Provincial Court.

Conclusion

The Tenants failed to pay the rent due under the tenancy agreement for the month of July 2019. I award the Landlord the amount of \$1,800.00 for unpaid July 2019 rent and four late rent charges. I authorize the Landlord to keep the security deposit of \$850.00 towards the award of \$1,800.00.

I grant the Landlord a monetary order in the amount of \$1,050.00. The monetary order must be served on the Tenants and may be enforced in the Provincial 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: October 03, 2019

Residential Tenancy Branch