



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 MNRL-S MNDCL-S FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act) for an order of possession based on an undisputed 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 2, 2019 (10 Day Notice), for a monetary order for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to retain all or a part of the tenant's security deposit, and to recover the cost of the filing fee.

An agent for the landlord KM (agent) attended the teleconference hearing. During the hearing the agent was given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated November 5, 2019 (Notice of Hearing), application and documentary evidence were considered. The agent testified that the Notice of Hearing, application and documentary evidence were served on the tenant by registered mail on November 5, 2019. A registered mail tracking number was provided in evidence and has been included on the cover page of this decision for ease of reference. The agent testified that the registered mail package was addressed to the tenant at the rental unit address and according to the Canada Post registered mail tracking website, the tenant signed for and accepted the registered mail package on November 6, 2019. Accordingly, I find the tenant was served on November 6, 2019, which is the date the tenant signed for and accepted the registered mail package. Given the above, I find this matter to be undisputed by the tenant and the hearing continued without the tenant present.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

The agent confirmed the email address for the landlord at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them. As the landlord did not have an email address for the tenant, the decision will be emailed to the tenant.

In addition to the above, the agent confirmed that the landlord has deemed the rental unit abandoned as of December 2, 2019 and as a result, is no longer seeking an order of possession. As a result, I will not consider an order of possession.

Issues to be Decided

- Is the landlord entitled to a monetary order for unpaid rent or loss of rent under the Act, and if so, in what amount?
- What should happen to the tenant's security deposit under the Act?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

A copy of the tenant agreement was submitted in evidence. The tenancy began on May 10, 2019. Monthly rent was most recently \$870.00 per month and due on the first day of each month. The tenant paid a security deposit of \$425.00 at the start of the tenancy, which the landlord continues to hold.

The landlord's monetary claim of \$2,635.00 is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Unpaid October 2019 rent	\$870.00
2. Late fee for October 2019 rent	\$25.00
3. Loss of November 2019 rent	\$870.00
4. Loss of December 2019 rent	\$870.00
TOTAL	\$2,635.00

The agent referred to section B of the tenancy agreement, which indicates that a charge of \$25.00 would apply to all late payments of rent. The agent testified that the tenant failed to pay any rent for October 2019, and that the landlord has suffered a loss of rent for November and December of 2019 and that to date, the rental unit has not re-rented despite advertising the rental unit.

Analysis

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

Claim for unpaid rent and loss of rent – Firstly, as the tenant was served and did not attend the hearing, I find the application of the landlord to be unopposed by the tenant. I accept the disputed testimony of the agent that the tenant owes a total of **\$2,635.00** in unpaid rent, loss of rent and a late fee as claimed. Pursuant to section 26 of the Act, a tenant must pay rent when it is due in accordance with the tenancy agreement. Based on the above, I find that the tenant has breached section 26 of the Act by failing to comply with a standard term of the tenancy agreement, which stipulates that rent is due monthly on the first day of each month. I find the landlord has met the burden of proof and has established a monetary claim of **\$2,635.00** as a result.

As the landlord has succeeded with their application, I grant the landlord the recovery of the cost of the filing fee in the amount of **\$100.00**, pursuant to section 72 of the Act.

The landlord is holding a security deposit of \$425.00, which was paid by the tenant at the start of the tenancy and has accrued no interest since the start of the tenancy.

Monetary Order – I find that the landlord is entitled to a monetary order and that this claim meets the criteria under section 72(2)(b) of the Act to be offset against the tenant's security deposit plus \$0.00 interest as follows:

Unpaid rent, late fee and loss of rent	\$2,635.00
Filing fee	\$100.00
Subtotal	\$2,735.00
<i>(Less tenant's security deposit including \$0.00 interest)</i>	<i>-(\$425.00)</i>
TOTAL BALANCE OWING BY TENANT TO LANDLORD	\$2,310.00

Pursuant to section 38 and 67 of the *Act*, I grant the landlord authorization to retain the tenant's full \$425.00 security deposit towards the amount owing as described above. I grant the landlord a monetary order pursuant to section 67 of the *Act* in the amount of **\$2,310.00** owing by the tenant to the landlord.

Conclusion

The landlord's application is successful.

The landlord has established a total monetary claim of \$2,735.00 as indicated above. The landlord is authorized to retain the tenant's full security deposit of \$425.00 in partial satisfaction of the landlord's monetary claim. The landlord is granted a monetary order under section 67 for the balance owing by the tenant to the landlord in the amount of \$2,310.00. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The decision and orders will be emailed to the landlord for service on the tenant. The tenant will be sent the decision by regular mail as indicated above.

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: December 19, 2019

Residential Tenancy Branch