



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; MNR; MNDC, MNSD; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent, late fees and loss of revenue, to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were mailed to the Tenants, via registered mail, to the rental unit on March 18, 2013. The Landlord provided the registered mail receipt for the registered documents. The Landlord's agent testified that the documents were returned unclaimed.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents in accordance with the provisions of Section 89(1)(c). Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being deemed served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

Preliminary Matters

The Landlord's Application did not include the dispute code for compensation for damage or loss under the Act, regulation or tenancy agreement. However, in the details of the dispute, the Landlord's Application identifies that the Landlord is seeking loss of revenue, late fees and recovery of the cost of a locksmith. Since the Application is clear that the Landlord is seeking these remedies, I corrected the Landlord's Application to include the applicable code MNDC.

Issues to be Decided

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a monetary award?

Background and Evidence

The Landlord's agent gave the following testimony and evidence:

Monthly rent is \$700.00 per month, due the first day of each month. The Tenant paid a security deposit in the amount of \$350.00 on March 6, 2012. \$175.00 of the security deposit was awarded to the Landlord in a previous Decision dated February 13, 2013. Therefore, the balance of the security deposit being held by the Landlord is \$175.00.

On March 5, 2013, the Landlord's agent served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent, by posting the Notice on the Tenant's door at the rental unit.

The Landlord' agent testified that the Tenant has not paid any of the outstanding rent for the month of March, 2013, and is still living in the rental unit. No money has been paid towards April, 2013 rent. The Landlord's agent stated that the Tenant was also late paying rent in February, 2013. The Landlord provided a copy of the Tenant's ledger in evidence

The rental unit's front door has a conventional deadbolt and an additional security lock which is locked from the inside of the rental unit. The Landlord's agent stated that on December 31, 2012, the Tenant's daughter called the Landlord's agent because the security lock was on and her mother was not answering the door. The Tenant's daughter had phoned her mother and tried to send her an e-mail message, but there was no answer. The Tenant's daughter knew that her mother was home and was concerned because the Tenant had a medical condition. The Landlord explained to the Tenant's daughter that she could call a locksmith to gain entry, but the Tenant would be expected to repay the cost of the locksmith. The Tenant's daughter agreed and a locksmith was called. The Tenant has not reimbursed the Landlord for the cost of the locksmith. The Landlord provided a copy of the invoice in the amount of \$50.40.

The Landlord's agent requested a monetary award, as follows:

Unpaid rent for March, 2013	\$700.00
Loss of revenue for April, 2013	\$700.00
Cost of locksmith	\$50.40
Late fees for February, 2013	\$25.00
Late fees for March, 2013	\$25.00
Late fees for April, 2013	<u>\$25.00</u>
TOTAL AMOUNT CLAIMED	\$1,525.40

Analysis

I accept that the Landlord served the Tenant with the Notice to End Tenancy by posting the Notice on the Tenant's door on March 5, 2013. Pursuant to the provisions of Section 90 of the Act, service in this manner is deemed to be effected three days after posting the documents. The Tenant did not pay all of the arrears, or file for dispute resolution, within 5 days of receiving the documents. Therefore, pursuant to Section 46(5) of the Act, the Tenant is conclusively presumed to have accepted that the tenancy ended on March 18, 2013. I find that the Landlord is entitled to an Order of Possession.

Based on the undisputed testimony of the Landlord's agent, I find that the Landlord is entitled to recover the cost of the locksmith from the Tenant.

Based on the undisputed testimony of the Landlord's agent, I find that the Landlord is entitled to unpaid rent for the month of March and for loss of revenue for the month of April.

The tenant ledger indicates that the Tenant was late paying rent in February, 2013. The addendum to the tenancy agreement contains a provision for a \$25.00 fee for late payment of rent. The regulation allows for this fee. Therefore, I allow the Landlord's application for late fees for the months of February and March, 2013, in the total amount of \$50.00.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the residue of security deposit towards partial satisfaction of the Landlord's monetary award.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent and loss of revenue	\$1,400.00
Cost of locksmith	\$50.40
Late fees	\$50.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,550.40
Less residue of security deposit	<u>- \$175.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,375.40

Conclusion

I hereby provide the Landlord with an Order of Possession **effective 2 days after service of the Order upon the Tenant**. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I hereby provide the Landlord with a Monetary Order in the amount of **\$1,375.40** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

I hereby order the Landlord to provide the Tenant with a copy of this Decision when serving her with the enclosed Orders.

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: April 12, 2013

Residential Tenancy Branch