



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services and Key Property Management Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, MNSD and FF

### Introduction

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This application was brought by the landlord on March 13, 2013 seeking an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served in person on March 1, 2013. The landlord also sought a monetary award for unpaid rent, late fee, recovery of the filing fee for this proceeding and authorization to retain the tenant's security deposit in set off against the balance owed.

At the commencement of the hearing, the landlord's agent (hereinafter, "the landlord") gave evidence that the tenant had vacated the rental unit on or about March 19, 2013 and that the Order of Possession was no longer needed.

Despite having been served with the Notice of Hearing sent by registered mail on March 16, 2013, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

### Issue(s) to be Decided

This application requires a decision on whether the landlord is entitled to a monetary award as requested.

### Background and Evidence

This tenancy began on September 22, 2008. Rent was \$750 per month and the landlord holds a security deposit of 375.00 paid on September 1, 2008.

During the hearing, the landlord submitted into evidence a copy of the rental agreement and the tenant's ledger.

As claimed by the landlord, the ledger shows that December 2012 began with a \$2.00 credit, but the tenant did not pay any more of the rent due on December 1, 2012 and was assessed a \$25 late fee for the month.

Subsequently, the December rent remained outstanding and the tenant paid no rent for January, February or March of 2013.

Therefore, the landlord claims a monetary award for the unpaid rent, the December late fee, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

### Analysis

Section 26 of the *Act* provides that tenants must pay rent when it is due.

Section 7 of the *Act* provides that, if either party to a rental agreement suffers a loss due to the non-compliance of the other, the non-compliant party must compensate them for the loss.

Section 67 of the *Act* empowers the director's delegate to determine an amount owed by one party of a rental agreement to the other and to order payment.

In the present matter, I find that the tenant must compensate the landlord for the unpaid rent and single late fee claimed.

I further find that the landlord is entitled to recover the filing fee for this proceeding, and as authorized under section 72 of the *Act*, I order that the landlord may retain the security deposit plus interest in set off against the balance owed.

Thus, I find that the landlord is entitled to a monetary award calculated as follows:

Rent for December 2012	\$ 748.00
Late fee for December 2012	25.00
Rent for January 2013	750.00
Rent for February 2013	750.00
Rent for March 2013	750.00
Filing fee	<u>50.00</u>
Sub total	\$3,073.00
Less retained security deposit	- 375.00
Less interest (September 1, 2008 to date)	<u>- 1.88</u>
<b>TOTAL</b>	<b>\$2,696.12</b>

### Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$2,696.12**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

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 11, 2013

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Residential Tenancy Branch

