



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      OPR, OPC, OPL, MNR, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent and utilities - Section 67;
3. A Monetary Order for compensation - Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord's evidence that the Tenant was served with the application for dispute resolution and notice of hearing in person on June 14, 2014 in accordance with Section 89 of the Act. The Tenant did not participate in the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. At the onset of the Hearing the Landlord stated that the Tenant has moved out of the unit and the Landlord no longer requires an order of possession.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on August 1, 2008 and ended on June 30, 2014. Rent of \$1,500.00 was payable monthly and at the outset of the tenancy the Landlord collected \$750.00 as a security deposit and \$750.00 as a pet deposit. The Tenant failed to pay rent for May 2013, April, May and June 2014 and was short \$236.36 for the rent in December 2013. The Landlord claims \$6,236.36 in unpaid rent. The tenancy agreement provides for a late fee of \$25.00. The Landlord claims late fees for 71 months of late rent payments from the onset of the tenancy. The Landlord states that the Tenant was late 24 months in the last two years. The Landlord claims \$1,775.00. The tenancy agreement provides that the tenant will pay the utilities which

the Landlord states includes the water. The Tenant has been paying the water bill throughout the tenancy and the Landlord claims \$94.52 for the last unpaid amount and provided an invoice for this amount. The Landlord does not seek to retain the security deposit against the entitlement.

### Analysis

Section 66 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this 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. Based on the undisputed evidence of the Landlord I find that the Landlord has substantiated an entitlement to **\$6,236.36** in unpaid rent. Given the terms of the tenancy agreement on utilities and based on the Landlord's undisputed evidence I find that the Landlord has substantiated an entitlement to **\$94.52** for unpaid utilities. Although the Landlord claims unpaid late rent fees arising throughout the tenancy, given that the late fee provided for in the contract was ever enforced, I find that the Landlord acquiesced on this term and I therefore dismiss the claim for late fees. As the Landlord has been successful with its application in relation to rent I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$6,430.88**.

### Conclusion

I grant the Landlord an order under Section 67 of the Act for the amount of **\$6,430.88**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that 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: August 14, 2014

---

Residential Tenancy Branch

