



# Dispute Resolution Services

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      MNDC, MNR, MNSD, OPR, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing sent via registered letter on February 19, 2015, the tenants did not participate in the conference call hearing.

At the hearing, the landlord's agent advised that the tenants had recently vacated the rental unit and withdrew her claim for an order of possession.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on December 1, 2014 and rent was set at \$750.00 per month. The tenants paid a \$375.00 security deposit on November 8, 2014. The tenants failed to pay rent in the months of February and March and although they were served with a notice to end tenancy on or about February 15, they did not vacate the unit until some time in March.

The landlord seeks to recover unpaid rent for February, loss of income for March, \$25.00 late payment fees pursuant to the terms of the tenancy agreement for each of those months and the \$50.00 filing fee paid to bring her application.

### Analysis

I accept the undisputed evidence of the landlord and I find that the tenants had a contractual obligation to pay rent in the amount of \$750.00 for each month of the tenancy. The tenants were also contractually obligated to pay a \$25.00 late fee if they

failed to pay on the first day of the month. I find that the landlord is entitled to recover the rent and late payment fee for the month of February and I award them \$775.00.

I find that the landlord was unable to re-rent the unit for the month of March because the tenants were still residing therein for the first half of the month and the landlord only recently discovered that they had vacated the unit so was unable to advertise the unit for rent for the month of March. I find that the tenants failure to vacate the unit in accordance with the notice to end tenancy caused the landlord to suffer a loss of income in the month of March and I find the landlord should recover that loss from the tenants. I award the landlord \$750.00.

Because the tenancy ended on February 25 pursuant to the notice to end tenancy and the tenants were overholding after that period, I find that the tenants were not under a contractual obligation to pay rent in March and therefore cannot be subject to a late payment fee. I dismiss the claim for a late payment fee for March.

As the landlord has been substantially successful in this claim, I find they should recover the filing fee and I award them \$50.00.

The landlord has been awarded a total of \$1,575.00. I order the landlord to retain the \$375.00 security deposit in partial satisfaction of the claim and I grant them a monetary order under section 67 for \$1,200.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The landlord is granted a monetary order for \$1,200.00. The landlord will retain the security deposit.

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: March 17, 2015

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Residential Tenancy Branch

