



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capreit Ltd Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNR, MND, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order. The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord submitted documentary evidence to confirm the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on April 30, 2017 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

The landlord submitted that on or about May 18 or 19 the tenant was still in the rental unit but when they checked 4 or 5 days before the hearing the tenant and all of her belongings were gone.

Based on the submissions of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act* and is deemed to have received the notice of hearing package on May 5, 2017.

As the landlord has confirmed the tenant has vacated the rental unit, I find the landlord no longer requires an order of possession and I amend the landlord's application to exclude matters of possession. In addition, I note the landlord's Application indicated they were seeking a monetary order for damage to the rental unit. However, the totality of the landlord's claim is for unpaid rent. As such, I amend the landlord's Application to exclude any claim for damage to the rental unit.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the tenant and the previous owner of the property on August 11, 1997 for a 1 year fixed term tenancy beginning on September 1, 1997 that converted to a month to month tenancy beginning on September 1, 1998. The tenancy agreement stipulated a rent of \$765.00 due on the 1st of each month with a security deposit of \$382.50 paid. The agreement contains clause 8 which requires the tenant to pay a fee of \$20.00 for any rent not paid on the due date.

The landlord submitted they purchased the property in 2015 and that the current rent is \$970.34. The landlord submitted the tenant did not pay rent in the amount of \$817.34 and they seek a monetary order for this unpaid amount plus \$20.00 for a late payment fee.

Analysis

Based on the landlord's undisputed evidence and testimony I find the landlord has established the tenant has failed to pay rent in the amount claimed. I am also satisfied the landlord has the right to charge a late payment fee by its inclusion in the tenancy agreement.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$937.34** comprised of \$817.34 rent owed; \$20.00 late payment fee; and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$432.31 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$505.03**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: June 07, 2017

Residential Tenancy Branch

