

## **DECISION**

Dispute Codes      MNR, (MNDC), (MNSD), FF

### Introduction

This matter dealt with an application by the Landlords for a monetary order for unpaid rent and utilities, to recover bank charges, service expenses and the filing fee for this proceeding as well as to keep the Tenant's security deposit in partial payment of those amounts.

The Landlords said they served the Tenant with a copy of their amended Application and Notice of Hearing by registered mail on December 3, 2009. Based on the evidence of the Landlords, I find that the Tenant was served with the Landlords' hearing package and the hearing proceeded in the Tenant's absence.

### Issues(s) to be Decided

1. Are there arrears of rent and utilities and if so, how much?
2. Are the Landlords entitled to recover expenses for bank charges and serving documents?
3. Are the Landlords entitled to keep the Tenant's security deposit?

### Background and Evidence

This fixed term tenancy started on June 14, 2009 and was to expire on June 14, 2010, however it ended on October 29, 2009 when the Tenant advised the Landlords that he had moved out. Rent was \$2,000.00 per month payable in advance on the 15<sup>th</sup> day of each month. The Tenant paid a security deposit of \$1,000.00 at the beginning of the tenancy.

The Landlords said the Tenant did not pay rent for the rental period, September 15 – October 14, 2009 and October 15 –31, 2009. The Landlords also said that the telephone was in their names however the Tenant was responsible for paying for long distance charges. The Landlords claim that the Tenant did not reimburse them for his long distance telephone charges for August, September and October 2009.

The Landlords claim that they incurred bank charges because the Tenant's rent cheques for August 15 - September 14, 2009 and for September 15 – October 14, 2009 were returned for insufficient funds. The Landlords also claim that they incurred expenses to serve the Tenant with a 10 Day Notice in September 2009. The Landlords said they came to an agreement with the Tenant about paying those rent arrears but the Tenant breached that agreement and the Landlords had to incur further expenses to serve the Tenant with another 10 Day Notice in October 2009.

### Analysis

In the absence of any evidence from the Tenant to the contrary, I find that the Landlords are entitled to recover unpaid rent of \$3,000.00, unpaid long distance telephone charges of \$54.63, NSF bank charges of \$15.00 and registered mail expenses of \$27.33 (which includes charges for serving the hearing package for this hearing). As the Landlords have been successful in this matter, they are also entitled to recover the \$50.00 filing fee they paid for this proceeding.

I order the Landlords pursuant to s. 38(4) of the Act to keep the Tenant's security deposit in partial payment of the damage award. The Landlords will receive a monetary order for the balance owing as follows:

Unpaid rent:	\$3,000.00
Telephone charges:	\$54.63
NSF Charges:	\$15.00
Service Charges:	\$27.33
Filing Fee:	<u>\$50.00</u>
Subtotal:	\$3,146.96
Less: Security deposit:	(\$1,000.00)
Accrued interest:	<u>(\$0.00)</u>
Balance Owing:	\$2,146.96

### Conclusion

A Monetary Order in the amount of **\$2,146.96** has been issued to the Applicants and a copy of it must be served on the Respondent. If the amount is not paid by the Respondent, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: March 18, 2010.

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Dispute Resolution Officer