

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The parties agreed that the landlord sent the tenant the dispute resolution hearing package by registered mail on September 16, 2010. The tenant confirmed receiving this package. I am satisfied that the landlord served this package in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award? Is the landlord entitled to recover the filing fee for this application?

Background and Evidence

This fixed term tenancy commenced on August 1, 2009 for a 12-month period. Monthly rent was set at \$780.00, payable on the first of the month. The landlord continues to hold the tenant's \$390.00 security deposit paid on or about July 28, 2009. The tenant vacated the rental unit on August 30, 2010.

The landlord testified that the tenant's July 2010 rent cheque was returned as N.S.F. and that the tenant has not paid rent for that month. The tenant testified that his rent payments were made by direct deposit through his bank. He said that he learned a number of months later that his bank had redirected his July 2010 direct deposit for rent from the landlord to his bank account. The tenant confirmed that he owes the landlord \$780.00 in rent from July 2010.

The landlord applied for a monetary award of \$800.00 and for recovery of the \$50.00 filing fee for this application.

Analysis

The landlord testified that he also wished to retain pre-arranged fees for cleaning at the end of this tenancy that were agreed to at the commencement of this tenancy. There is no mention of any request to deduct these amounts from the tenant's security deposit or to seek a monetary award for items beyond the unpaid rent and filing fee in the landlord's application for dispute resolution. The landlord did not submit written evidence of the Residential Tenancy Agreement or any other documents other than a single line item for this tenancy on the landlord's Arrears Report for rental units in the landlord's rental portfolio. I allow only the landlord's applications for unpaid rent and recovery of his filing fee and return of the security deposit.

Based on the oral evidence of the parties, I issue a monetary award of \$780.00 in the landlord's favour for unpaid rent from this tenancy. Since the landlord has been successful in this application, I allow the landlord to recover the \$50.00 filing fee from the tenant.

I allow the landlord's application to retain the tenant's \$390.00 security deposit plus applicable interest in partial satisfaction of the \$830.00 monetary award outlined above. No interest is payable over this period.

Conclusion

I issue a monetary Order in the landlord's favour in the amount of \$440.00 which provides the landlord with compensation for unpaid July 2010 rent and recovery of his filing fee. I allow the landlord to retain the tenant's \$390.00 security deposit. I issue no other Orders or directions regarding the matters identified in the landlord's application.

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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*.