



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for unpaid rent and to keep the security deposit; and to recover the filing fee associated with this application.

The landlord's agent participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent on November 26th, 2010 at the forwarding address that the tenant provided. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of an apartment in a multi unit complex. Pursuant to a written agreement, the fixed term tenancy started on April 1st, 2005 and continued month to month until October 31st, 2010. The rent of \$1370.00 was payable on the first of each month, and the tenant paid a security deposit of \$595.00 and a pet damage deposit of \$200.00.

In her documentary evidence, the landlord's agent provided a copy of the move out condition inspection report in which the tenant agreed that the landlord could keep the security and pet damage deposits in lieu of the rent for October 2010. In that same report, the tenant agreed to pay the landlord's a sum of \$240.00 for cleaning costs. The landlord's agent testified that the tenant gave her a cheque for \$815.00, and that the cheque was returned NSF (non sufficient funds) from the bank. She stated that although the landlord kept the security and pet damage deposits, the landlord refunded the tenant the accrued interest of \$28.15.

The landlord's agent made a monetary claim as follows:

- Recovery of the NSF cheque:	\$815.00
- Recovery of the interest paid to the tenant:	\$ 28.15
- NSF bank fee:	\$ 25.00
- Sub-total:	\$868.15

Analysis

I accept the landlord's undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Based on the agent's testimony and her documentary evidence, I find that the landlord and the tenant agreed to the amount owed to the landlord and I accept that the tenant gave the landlord a cheque that was returned NSF. I find therefore that the landlord is entitled to a monetary order as claimed in her application.

Conclusion

The landlord's agent established a claim of \$868.15. Since she was successful, she is entitled to recover the \$50.00 filing fee for a claim totalling \$918.15. Pursuant to Section 67 of the Act, I award the landlord a monetary order for the sum of \$918.15.

This Order may be registered 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: April 05, 2011.

Residential Tenancy Branch