DECISION

<u>Dispute Codes</u>   CNR, FF, OPR, MNR, MNSD

<u>Introduction</u>

There are applications filed by both parties. The Landlord has made an application for
an order of possession resulting from a 10 day notice to end tenancy for unpaid rent, a
monetary order request for unpaid rent, a stop payment fee, compensation for lost
rental income and recovery of the filing fee. The Tenant has applied for an order to
cancel the notice to end tenancy for unpaid rent and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony.

At the beginning of the hearing, the Landlord stated that the Tenant vacated the rental
unit on August 15, 2011 after giving him written notice to vacate the rental unit on
August 2, 2011. The Tenant confirms this, but disputes that notice was given on June
1, 2011.

As both parties have agreed, the Tenant's application to cancel the notice to end
tenancy and the Landlord's application for an order of possession is cancelled as the
Tenant has vacated the rental unit and the Landlord currently has possession.

<u>Issue(s) to be Decided</u>

Is the Landlord entitled to a monetary order for unpaid rent, banking charges for a
stopped payment and compensation for loss of rental income for lack of notice?

<u>Background and Evidence</u>

Both parties agreed that the monthly rent was $700.00 and a security deposit of
$350.00 was paid. Both parties have also confirmed receipt of the notice of hearing and
evidence package filed by the other party and has made detailed references of the
documents during the hearing.

The Landlord states that the Tenant issued two cheques in June for rent.
Both cheques were post dated for June and July 2011 rent. The Landlord issued a
receipt for the June rent dated June 7, 2011. The Landlord states that he received a
notice from his bank that the post dated June rent cheque received from the Tenant was
returned as a stop payment by the Tenant's bank and was charged $5.00. The Tenant
disputes this stating that his pay check was delayed and that he paid the June rent in

cash to the Landlord. The Landlord is seeking the unpaid rent of $700.00 and the stop payment fee of $5.00.

The Landlord states that the Tenant failed to give proper written notice to end the tenancy. The Landlord received verbal notice on July 27, 2011 and requested that the Tenant provide notice in writing. The Landlord received the submitted typed notice from the Tenant on August 2, 2011 to move out August 15, 2011. The Landlord is seeking to claim the $350.00 security deposit as compensation for short notice.

Analysis

As both parties have attended the hearing by conference call and have confirmed receipt of the notice of hearing and have referred to the other party's evidence, I am satisfied that both have been properly served.

I find that on a balance of probabilities that the Landlord has established a claim for the unpaid rent of $700.00. The Tenant has failed to provide any evidence that a cash payment for rent was made. I find that the Landlord is also entitled to the recovery of the $5.00 stopped cheque fee from the bank. I find that the Landlord is entitled to loss of rental income equalling ½ months rent of $350.00. The Landlord has tried to mitigate his losses by trying to re-rent the unit immediately upon receiving notice. The Tenant has not provided any evidence that notice was given in a proper manner. The Landlord is entitled to recovery of the $50.00 filing fee. I order that the Landlord retain the $350.00 security deposit in partial satisfaction of the claim and I grant the Landlord a monetary order under section 67 for the balance due of $755.00. 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 $755.00.
The Landlord may 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: August 24, 2011.

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Residential Tenancy Branch