



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

At the onset of the Hearing, the Landlord confirmed that no order of possession is being claimed for as the Tenant gave appropriate notice and ended the tenancy accordingly. Further, no Notice to End tenancy was issued to the Tenant. Accordingly, I dismiss this part of the application.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on February 1, 2009 and ended on August 31, 2011. Rent in the amount of \$928.80 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$450.00. The Parties agree that the rent cheque for August 2011 was

returned and this rent remains outstanding. The Landlord claims the amount of \$928.80 and the amount of \$25.00 for an NSF charge. A copy of the tenancy agreement was provided as evidence and the Landlord agreed that the tenancy agreement does not contain any reference to the Tenant's responsibility to pay NSF charges.

Analysis

Given the undisputed evidence of the Parties, I find that the Landlord has substantiated the claim for unpaid rent and I therefore find that the Landlord is entitled to the amount of **\$928.80**. As the tenancy agreement does not provide for NSF charges, I dismiss this part of the application. As the Landlord's application has merit, I find that the Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$978.80**. Setting the security deposit plus interest in the amount of \$450.00 off the entitlement leaves the amount of **\$528.80** payable by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$450.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$528.80**. If necessary, this order may be filed 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: September 28, 2011.

Residential Tenancy Branch