



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

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

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the tenants by way of registered mail sent on August 23<sup>rd</sup>, 2011, and provided a Canada Post tracking number. The tenant did not participate and the hearing proceeded in the tenant's absence.

At the outset, the landlord stated that the tenant was out of the rental unit by the end of August, 2011. Therefore the landlord withdrew his application for an Order of Possession.

### 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 tenancy started on April 1<sup>st</sup>, 2010. The rent was \$831.69 per month and the tenant paid a security deposit of \$406.50.

The landlord testified that the tenant's rent cheque for August 2011 was returned "NSF" from the bank. In his documentary evidence, the landlord provided a copy of the 10 Day Notice to End Tenancy served on the tenant by posting the notice on the tenant's door. The landlord is requesting to recover the loss of rental income for August in the sum of \$831.69, and a \$25.00 "NSF" bank fee for a claim totalling \$856.69.

### Analysis

I accept the landlord's undisputed testimony that he 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.

I accept the landlord's evidence concerning the tenant's failure to pay rent and find that the landlord is entitled to recover his loss of rental income as claimed.

### Conclusion

I authorize the landlord to retain the tenant's \$406.50 security deposit for a balance owing of \$450.19. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$500.19.

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: September 22, 2011.

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Residential Tenancy Branch