

## **DECISION**

**Dispute Codes:** MNDC; FF

### **Introduction**

This is the Landlord's application for compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Tenants.

The Landlord's agents gave affirmed testimony at the Hearing.

The Landlord's agents testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were couriered to the male Tenant, on June 29, 2011. The Landlord's agents testified that they couriered the documents because they could not send them registered mail, due to a postal strike. The Landlord provided a copy of the courier waybill in evidence, which includes the signature of the male Tenant. Based on the testimony and documentation provided by the Landlord's agents, I am satisfied that the male Tenant was sufficiently served with the Notice of Hearing documents, pursuant to the provisions of Section 71(2)(c) of the Act. Despite being sufficiently served, the male Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

The Landlord did not serve the female Tenant with the Notice of Hearing documents and therefore the Landlord's application against the female Tenant is dismissed.

### **Issues to be Decided**

- Is the Landlord entitled to a monetary award for outstanding rent arrears and NSF charges?

### **Background and Evidence**

The Landlord's agents gave the following testimony and evidence:

This tenancy began on July 10, 2009. A copy of the tenancy agreement was provided in evidence. The tenancy ended on January 31, 2011. Monthly rent was \$1,300.00, due on the first day of each month. In addition, the Tenants were responsible for paying 45% of the utilities.

The Tenants paid a security deposit in the amount of \$1,300.00 and a pet damage deposit in the amount of \$650.00 on July 10, 2009.

The Landlord's agents testified that the Tenants fell behind in rent payments over the course of the tenancy. The Landlord's agents testified that the Tenants made promises to catch up on the outstanding rent, but did not do so. The Landlord provided a copy of an e-mail from the male Tenant dated January 20, 2011, acknowledging rent arrears in the amount of \$6,500.00. The Landlord's agents testified that the male Tenant forgot to include unpaid rent for the month of July, 2010, in his calculations and therefore the Tenants owe \$7,800.00 in unpaid rent. In addition, the Landlord seeks to recover bank-levied NSF charges. The Landlord provided copies of bank statements showing the NSF charges. The Landlord's agents testified that the Landlord is still holding the security and pet damage deposits in the total amount of \$1,950.00.

### **Analysis**

Based on the undisputed testimony of the Landlord's agents and the documentary evidence provided (including the male Tenant's email of January 20, 2011, I find that the male Tenant acknowledges owing the Landlord \$6,500.00 in unpaid rent (5 months).

Section 7(1)(c) of the regulations allows a landlord to charge a tenant for service fees charged by a financial institution. The Landlord provided documentary evidence in the form of bank statements, which show the following NSF charges with respect to bounced rent cheques:

|                                     |                |
|-------------------------------------|----------------|
| January 5, 2010 (2 bounced cheques) | \$80.00        |
| January 19, 2010                    | \$40.00        |
| March 12, 2010                      | \$40.00        |
| July 20, 2010                       | \$40.00        |
| October 14, 2010                    | \$40.00        |
| December 29, 2010                   | <u>\$40.00</u> |
| TOTAL NSF charges                   | \$280.00       |

Therefore, I find that the Landlord has established a monetary award in the amount of \$6,780.00, calculated as follows:

|   |                 |
|---|-----------------|
| Amount male Tenant acknowledged owing (5 rent payments) | \$6,500.00      |
| on January 20, 2011                                     |                 |
| NSF charges   | <u>\$280.00</u> |
| Total   | \$6,780.00      |

The Landlord has been successful in its application and is entitled to recover the cost of the filing fee from the male Tenant.

Pursuant to the provisions of Section 72(2)(b) of the Act, I order that the Landlord may retain the security and pet damage deposits in partial satisfaction of its monetary award. No interest has accrued on the deposits. I hereby provide the Landlord with a Monetary Order against the male Tenant for the balance, calculated as follows:

|   |                    |
|---|--------------------|
| Monetary award  | \$6,780.00         |
| Recovery of the filing fee                            | <u>\$50.00</u>     |
| Subtotal  | \$6,830.00         |
| Less security deposit and pet damage deposit          | <u>-\$1,950.00</u> |
| <b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b> | <b>\$4,880.00</b>  |

### **Conclusion**

The Landlord's application against the **female Tenant is dismissed.**

I hereby provide the Landlord a Monetary Order in the amount of **\$4,880.00 against the male Tenant.** This Order must be served on the male Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) 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: October 17, 2011.

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Residential Tenancy Branch