



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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; 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 tenant by way of registered mail sent on September 14<sup>th</sup>, 2011, and provided a Canada Post tracking number. The landlord stated that after service was made, the tenant stated that he wanted to clear his debt and that he would consider calling in to the conference call. 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 December 1<sup>st</sup>, 2010. The rent is \$1350.00 per month and the tenant paid a security deposit of \$650.00, and \$30.00 for a remote control unit for a deposit totalling \$680.00.

The landlord testified that the tenancy ended on June 21<sup>st</sup>, 2011 when he served a Residential Tenancy Branch Order of Possession for unpaid rent for that month. He said that the tenant gave him two rent cheques for that month, and that both cheques were returned "NSF". The landlord stated that he was not pursuing the tenant for damages and amended his monetary claim as follows:

- |                                  |           |
|----------------------------------|-----------|
| - Unpaid rent for June 2011:     | \$1350.00 |
| - Two bank fees for NSF cheques: | \$ 50.00  |
| - Registered mail costs:         | \$ 40.00  |
| - Sub-total:                     | \$1440.00 |

### 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.

Other than the filing fee, there is no provision for a party to make a claim under the Act for litigation or other administrative costs related to an application for dispute resolution. Therefore I dismiss the landlord's claim of \$40.00 for mailing costs.

Concerning the unpaid rent, I accept that the tenant did not pay rent for June 2011 And find that the landlord is entitled to recover the loss of rental income as claimed during the hearing.

Conclusion

The landlord established a claim of \$1400. I authorize the landlord to retain the tenant's \$680.00 security deposit for a balance owing of \$720.00. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee and pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$770.00.

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: November 30, 2011.

---

Residential Tenancy Branch