

Decision

Dispute Codes: MNR, MNDC, MNSD, FF

Introduction

This hearing was convened in response to the landlord's application for a monetary order as compensation for unpaid rent or utilities / compensation for damage or loss under the Act, regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Agents for the landlord participated in the hearing and gave affirmed testimony.

Despite being served by way of registered mail with the application for dispute resolution and notice of hearing (the "hearing package"), neither tenant appeared. Evidence submitted by the landlord includes the Canada Post tracking numbers for both of the registered mailings.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act, Regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from March 21, 2011 to April 1, 2012. Monthly rent of \$1,000.00 is payable in advance on the first day of each month, and a security deposit of \$500.00 was collected.

Arising from rent which was unpaid when due on May 1, 2011, the landlord issued a 10 day notice to end tenancy for unpaid rent dated May 31, 2011. The notice was served by way of posting on the tenants' door on that same date. A copy of the notice was submitted into evidence. Subsequently, the tenants made no further payment toward rent and vacated the unit on or about June 8, 2011. New tenants were found for the unit effective from July 1, 2011.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agents, I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated May 31, 2011. The tenants did not pay the outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. Thereafter, as earlier noted, the tenants vacated the unit on or about June 8, 2011.

As for the monetary order, I find that the landlord has established a claim of \$2,050.00. This is comprised of \$1,000.00 in unpaid rent for May, \$1,000.00 in unpaid rent / loss of rental income for June, in addition to the \$50.00 filing fee. I order that the landlord retain the security deposit of \$500.00, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,550.00 (\$2,050.00 - \$500.00).

The landlord has also applied to recover \$42.00, which was the amount of the fee assessed by the bank for an NSF cheque issued by one of the tenants. However, I find that the tenancy agreement entered into by the parties does not specifically provide for the landlord's recovery of such a fee and, even if it did, the Regulation provides that the maximum amount recoverable by the landlord is limited to \$25.00. This matter is addressed in section 7 of the Regulation, **Non-refundable fees charged by landlord**. In summary, this aspect of the landlord's application is hereby dismissed.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of \$1,550.00. This order may be served on the tenants, 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*.

DATE: November 10, 2011

Residential Tenancy Branch