



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD and FF

Introduction

This application was brought by the landlord on September 22, 2011 seeking a monetary award for unpaid rent/loss of rent, NSF fees, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing sent by registered mail on September 23, 2011, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a monetary award for the claims submitted and authorization to retain the security deposit in set off.

Background, Evidence and Analysis

This tenancy began on March 1, 2001 and ended on June 30, 2011 after the landlord had given the tenants notice to end the tenancy for unpaid rent. Rent was \$1,150 per month and the landlord holds a security deposit of \$575 paid on February 6, 2001.

During the hearing, the landlord gave evidence that the tenants' rent cheques for the fourth month period from June to September 2010 had all been returned as NSF.

Again, for the three month period from April 2011 to June 2011, the tenants' rent cheques were returned as NSF.

The landlord stated that the tenants had initially stated they would leave on June 30, 2011 but told the landlord by telephone in June that they had not been able to find new accommodation and would be staying for all or part of July. Therefore, even though the tenants did, in fact, vacate on June 30, 2011, the landlord was not free to advertise the rental unit for July and claims loss of rent for the month.

The landlord has submitted into evidence a listing of the unpaid rent bearing the male tenant's signature under a statement acknowledging the indebtedness signed on July 14, 2011.

The landlord had submitted an additional claim of \$75 for each of the seven NSF cheques which were also submitted into evidence. However, under the regulations, claims for NSF fees are set at the actual fee amount.

In this instance, the landlord stated bank charges were \$10 per cheque and I reduce the award for that part of the claim accordingly.

As the application has succeeded on its merits, I find that the landlord is entitled to recover the \$100 filing fee for this proceeding from the tenants.

As permitted by section 72(2) of the *Act*, I authorize the landlord to retain the security deposit plus interest in set off against the balance owed.

Thus, as authorized under section 67 of the *Act*, find that the landlord is entitled to a monetary award calculated as follows:

June 2010 rent ¹	\$1,150.00
August 2010 rent	1,150.00
September 2011 loss of rent	1,150.00

April 2011 rent	1,150.00
May 2011 rent	1,150.00
June 2011 rent	1,150.00
July 2011 loss of rent	1,150.00
NSF fees (7 x \$10.00)	\$70.00
Filing fee	<u>100.00</u>
Sub total	\$9,370.00
Less retained security deposit	- 575.00
Less interest (February 6, 2011 to date)	<u>- 36.45</u>
TOTAL	\$8,758.55

Conclusion

In addition to authorization to retain the tenant's security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for \$8,758.55 for service on the tenants

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: December 09, 2011.

Residential Tenancy Branch