



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This matter dealt with an application by the Landlord to recover unpaid rent, NSF fees and the filing fee for this proceeding.

The Landlord's agent said on September 21, 2011 she served the Tenants by registered mail to their residential address with the Application and Notice of Hearing (the "hearing package"). The Landlord's agent said the documents were returned to the Landlord unclaimed so on November 24, 2011, another agent for the Landlord contacted the Tenants and confirmed that their residential address was correct. The Landlord's agent said the Tenants were advised of the dispute resolution hearing at that time but advised the Landlord's agent that they would not be participating. Section 90(a) of the Act says that a document delivered by mail is deemed to be received by the recipient 5 days later (even if they refused to pick up the mail). Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

Issue(s) to be Decided

1. Are there rent arrears and if so, how much?

Background and Evidence

The Landlord's agent said the tenancy started on March 6, 2007 and ended on September 30, 2009 when the Tenants moved out. Rent was \$1,217.00 per month payable in advance on the 1st day of each month. The Landlord's agent said the Tenants' rent cheque for September 2009 was returned for non-sufficient funds and although the Tenants promised to make arrangements to re-pay that amount, they have not done so to date.

Analysis

In the absence of any evidence from the Tenants to the contrary, I find that the Landlord is entitled to recover unpaid rent for September 2009 of \$1,217.00. The Landlord is also entitled pursuant to s. 72 of the Act to recover from the Tenants the \$50.00 filing

fee for this proceeding. In the absence of any evidence (such as a bank document) that the Landlord actually incurred bank expenses of \$20.00 for a returned cheque of the Tenants', I find that there is insufficient evidence to support this part of the Landlord's claim and it is dismissed without leave to reapply.

Conclusion

A Monetary Order in the amount of **\$1,267.00** has been issued to the Landlord and a copy of it must be served on the Tenants. If the amount is not paid by the Tenants, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: December 06, 2011.

Residential Tenancy Branch