



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent, to keep all or part of the security deposit, money owed or compensation due to damage or loss and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by posting on the door. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This fixed term tenancy began March 1, 2012 with monthly rent is \$950.00 and the tenants paid a security deposit of \$475.00.

On March 17, 2012 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that the tenant has not paid the \$950.00 March or \$950.00 April 2012 rent and also owes the landlord a \$25.00 late fee and \$65.00 NSF cheque fee. The landlord stated that they were able to verify that the tenant vacated the rental unit April 17, 2012 however the tenant did not make himself available for a move out inspection, did not thoroughly clean the rental unit and did not provide the landlord with a forwarding address.

As the tenant has vacated the rental unit the landlord no longer requires an order of possession for the rental unit.

Analysis

Based on the documentary evidence and testimony of the parties I find that the tenant was properly served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to a monetary order for unpaid rent, late fees and NSF cheque fees.

The Act allows a landlord to recover \$25.00 for an NSF cheque fee therefore that is the amount the landlord will be awarded.

Accordingly I find that the landlord is entitled to a monetary order for \$1950.00.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$1950.00 in unpaid rent, late fees and NSF cheque fees. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$475.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$1525**.

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: April 18, 2012

Residential Tenancy Branch