



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Chrysalis Homes
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF, O

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72; and
- other remedies, identified in the landlord's application as a request to recover bank service charges for N.S.F. cheques issued by the tenant.

The tenant did not attend this hearing, although I waited until 9:13 a.m. in order to enable her to connect with this teleconference hearing scheduled for 9:00 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord's agent (the landlord) testified that she handed the tenant the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on November 19, 2013. The landlord testified that she sent a copy of the dispute resolution hearing package to the tenant by registered mail on December 23, 2013. The landlord provided copies of the Canada Post Tracking Number and Customer Receipt to confirm this registered mailing. She also testified that Canada Post notified her on January 10, 2014, that the hearing package could not be delivered to the tenant. Canada Post is returning the package to the landlord. As the tenant did not surrender vacant possession of the rental unit to the landlord and continued to store her belongings in the rental unit until after December 30, 2013 and in accordance with section 89(1) of the *Act*, I find that the tenant was deemed served with the landlord's dispute resolution hearing package on December 30, 2013, the fifth business day after its registered mailing.

At the commencement of the hearing, the landlord testified that she gained possession of the rental unit on January 6, 2014, and no longer required an Order of Possession. The landlord withdrew her application for an Order of Possession. The landlord's application for an Order of Possession is withdrawn.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and bank service fees for N.S.F. cheques? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The parties signed a periodic tenancy agreement on November 6, 2013, for a tenancy that began on November 1, 2013. Monthly rent was set at \$875.00, payable in advance on the first of each month. Although the tenancy agreement called for the payment of a \$437.50 security deposit, the tenant's October 18, 2013 cheque in that amount was non-negotiable at the bank, and the landlord holds no security deposit for this tenancy.

The landlord issued the 10 Day Notice for the payment of \$750.00 in outstanding rent. The landlord testified that the tenant did not make any further payments following the issuance of the 10 Day Notice.

The landlord's application for a monetary award of \$2,187.50 included the following items:

Item	Amount
Security Deposit	\$437.50
November 2013 Rent Cheque Returned by Bank	875.00
Replacement Cheque Returned from Bank (\$875.00 - \$125.00 cash paid by tenant = \$750.00)	750.00
Unpaid December 2013 Rent	875.00
Bank Charges for Returned Cheques	75.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order Requested	\$2,187.50

Analysis

Based on the landlord's undisputed sworn testimony and written evidence, I find that the landlord is entitled to a monetary award of \$750.00 for unpaid rent owing from November 2013 and \$875.00 for unpaid rent owing from December 2013. I also allow the landlord a monetary award of \$75.00, to enable her to recover three bank N.S.F. cheque fees applied against the landlord as a result of the tenant's actions. I also allow the landlord a monetary award of \$169.35, an amount that allows the landlord to recover the pro-rated amount of rent for the period from January 1, 2014 until January

6, 2014, when she obtained vacant possession of the rental unit (i.e., $\$875.00 \times 6/31 = \169.35).

As the landlord has been successful in this application, I allow the landlord to recover the \$50.00 filing fee from the tenant. I dismiss the remainder of the landlord's application without leave to reapply as she has not demonstrated actual losses to entitle her to any further compensation.

Conclusion

I issue a monetary Order in the landlord's favour under the following terms, which allows the landlord to recover unpaid rent, bank service charges and the filing fee for this application:

Item	Amount
Unpaid November 2013 Rent	\$750.00
Unpaid December 2013 Rent	875.00
Rent Owing for January 2014	169.35
Bank Service Charges	75.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order	\$1,919.35

The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: January 13, 2014

Residential Tenancy Branch

