



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for money owed under the Act and to recover the cost of the filing fee from the landlords.

The tenant attended the hearing. As the landlords did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The tenant testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on December 2, 2013, to the service address in the tenancy agreement. Canada post tracking numbers were provided as evidence of service.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the landlords have been duly served in accordance with the Act. Refusal or neglect to pick-up the packages is not grounds for review.

Issue to be Decided

Is the tenant entitled to a monetary order for money owed under the Act?

Background and Evidence

The tenancy began on December 1, 2011. Rent in the amount of \$1,150.00 was payable on the first of each month. A security deposit of \$575.00 was paid by the tenant. The tenant stated the tenancy ended on October 31, 2013 and security deposit has been returned as required.

The tenant testified at the move-out inspection she discovered that she has been overpaying rent for the last 11 months by an error that she made when she provided postdated cheques to the landlord as she issued the cheques in the amount of \$1,175.00, when rent was \$1,150.00. Filed in evidence is a copy of the tenancy agreement. Filed in evidence is a bank account detail.

The tenant testified that she spoke with the landlord and they were going to look into the overpayments, however, the landlords are now ignoring her and they have not returned the overpayment.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The testimony of the tenant was that she issued the landlord post dated rent cheques in the wrong amount and because of this error, has overpaid rent each month. This is supported by the tenancy agreement and the bank account detail submitted as evidence. As a result, I find the tenant is entitled to a monetary order to recover the overpayment of rent in the amount of **\$275.00**.

I find the tenant has established a total monetary claim of **\$325.00** comprised of the above amount and the \$50.00 fee paid by the tenant for this application

Conclusion

The tenant is granted a monetary order in the above amount.

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: March 20, 2014

Residential Tenancy Branch

