



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNR, MND, MNSD, FF

### Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. The landlord attended and gave affirmed testimony.

Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail on each tenant, neither tenant appeared. Evidence submitted by the landlord includes the Canada Post tracking numbers for the registered mail, and the Canada Post website informs that both items were "successfully delivered."

### Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the 4 month fixed term tenancy was from March 16 to July 15, 2013. Monthly rent of \$3,995.00 was due and payable in advance on the 16<sup>th</sup> day of each month, and a security deposit of \$1,997.50 was collected.

Prior to returning to their permanent addresses in Ontario, the tenants wrote the landlord a cheque for rent (June 16 to July 15, 2013), in addition to other miscellaneous items. However, the cheque was NSF.

### Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, the various aspects of the landlord's claim and my findings are set out below.

**\$3,995.00:** *rent for the period June 16 – July 15, 2013*

**\$419.80:** *extra cable*

**\$99.80:** *phone line (4 months x \$24.95 per month)*

**\$100.00:** *replacement of unreturned garage door fob*

**\$302.34:** *replacement of missing bedding*

I find that the landlord has established entitlement to the full amounts claimed above.

**\$50.00:** *filing fee*

As the landlord has succeeded with this application, I find that she has also established entitlement to recovery of the full filing fee.

**Total entitlement: \$4,966.94**

Section 7 of the Regulation speaks to **Non-refundable fees charged by landlord**. In the absence of any specific provision in the tenancy agreement for assessing fees for late payment of rent, this particular aspect of the landlord's application is dismissed.

I order that the landlord retain the security deposit of **\$1,997.50**, and I grant the landlord a **monetary order** for the balance owed of **\$2,969.44** (\$4,966.94 - \$1,997.50).

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$2,969.44**. This order may be served on the tenants, filed in the Small Claims Court 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: March 18, 2014

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Residential Tenancy Branch

