



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

This hearing was convened to address a claim by the landlord for a monetary order and an order authorizing them to retain the security deposit. The hearing was initially convened on July 21, 2015 and both parties participated in the hearing on that date. At the hearing, the tenants advised that they had proof of payment which they had not submitted and I granted an adjournment to permit them additional time to produce this evidence. The parties were each directly mailed a notice of hearing advising that the hearing would reconvene on September 28 at 9:00. On the date of the reconvened hearing, the landlord participated in the hearing but the tenants did not.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began on January 16, 2014 and ended on November 30, 2014. They further agreed that rent was set at \$1,150.00 per month and that the tenants paid a \$575.00 security deposit at the outset of the tenancy. The tenancy agreement provides that the tenants are liable to pay \$25.00 for each late payment of rent and for each cheques which is returned by the bank for non-sufficient funds.

The landlord testified that in the months of May, July and August of 2014, the tenants paid their rent with cheques which were returned for insufficient funds. The landlord seeks to recover both a late payment and an NSF fee of \$25.00 each for each of these months. The tenants provided no evidence to show that these fees have been paid.

The parties agreed that in November 2014, the tenants paid just \$575.00 and although their notice to end their tenancy did not take effect until November 30, they vacated the unit half way through the month. The tenants argued that the security deposit should have been applied to the rent for that month. The landlord seeks to recover the \$575.00 in unpaid rent still owing for November as well as a \$25.00 late payment fee for that month.

The landlord also seeks to recover the \$50.00 filing fee paid to bring their application.

Analysis

I find that the tenants were obligated to pay \$1,100.00 in rent in advance on the first day of each month and pursuant to the terms of the tenancy agreement, were liable for a \$25.00 late payment fee each time they did not submit their rent by the first day and to a \$25.00 NSF fee each time their rent cheques were returned by the bank for insufficient funds. The tenants did not dispute that they were late paying their rent in May, July and August. Although the tenants believed they paid the charges for these months, they provided no evidence to prove that claim and I find that they have not paid these charges. I award the landlord \$150.00.00 which represents 3 late charges and 3 NSF fees.

As the tenants acknowledged that they did not pay \$575.00 of their rent in the month of November, I find that they are still liable for these arrears and I award the landlord \$575.00. As the landlord has been successful in their claim, I find they should recover the filing fee paid to bring their application and I award them \$50.00 for a total award of \$775.00. I order the landlord to retain the \$575.00 security deposit in partial satisfaction of the claim and I grant them a monetary order under section 67 for the balance of \$200.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord will retain the security deposit and are granted a monetary order for \$200.00.

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: September 30, 2015

Residential Tenancy Branch

