



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNR, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail May 19, 2015, the tenants did not participate in the conference call hearing. The landlord gave testimony that the tenants were provided the landlords documentary evidence by registered mail on September 1, 2015. The landlords gave affirmed evidence.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on June 1, 2013 on a one year fixed term. The parties agreed to another one year fix term that was to end on May 31, 2015 however the tenant moved out on February 28, 2015. The tenants were obligated to pay \$4050.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$1987.50 security deposit and \$1987.50 pet deposit which the landlord still holds in trust.

The landlords stated that the tenants did not pay rent for the months of January and February. The landlords stated that the tenants began to have difficulty paying their rent on time since June 2014. The landlords stated that they incurred NSF bank charges as a result of the tenants' cheques "constantly bouncing". The landlords are seeking the recovery of the unpaid rent for January and February, NSF fees that they have incurred and compensation for their time to have to prepare for this hearing and the mail costs associated with that.

The landlord is applying for the following:

1.	Rent for January and February 2015	\$8,100.00
2.	Bank NSF fees	\$120.82
3.	Time and expenses to prep for hearing	\$500.00
4.	Filing Fee	\$50.00
5.		
6.		
	Total	<b>\$8,770.82</b>

### Analysis

I address the landlord's claims and my findings around each as follows.

1. Rent for January and February 2015.

The landlords provided documentary evidence along with a rent ledger to support their claim. Based on the undisputed testimony and documentation of the landlords and in the absence of any disputing evidence from the tenant, I find that the landlords are entitled to \$8100.00.

2. Bank NSF Fees - \$120.82

The landlords submitted documentary evidence to support their claim. Based on the undisputed testimony and documentation of the landlords and in the absence of any disputing evidence from the tenant, I find that the landlords are entitled to \$120.82.

3. Time to prep for the hearing \$500.00

The landlords are seeking \$500.00 for the time it took for them to prepare for this hearing and the mailing costs incurred. The landlord has not been successful in this claim for the following reasons. Firstly, dealing with the mailing costs, the Act does not prescribe for the recovery of mailing costs to litigate ones case and I therefore dismiss this part of his claim.

Secondly, in dealing with the landlords claim for compensation "for my time to do all of this" for this hearing, Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the

other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. The landlords have failed to provide sufficient evidence that quantifies the amount sought as is required and as outlined above. Based on the above I dismiss this claim in its entirety.

4. Filing Fee – \$50.00

As the landlords have been successful in most of their claim I find that they are entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$8270.82. I order that the landlord retain the \$1987.50 security deposit and \$1987.50 pet deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$4295.82. This order may be 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: September 23, 2015

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Residential Tenancy Branch

