



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BANYAN HOLDINGS CORPORATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR MND MNDC MNSD FF

### **Introduction:**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (the Act). The tenant did not attend. The landlord gave sworn testimony that they served the 10 Day Notice to End Tenancy on the tenant by posting it on his door and the Application for Dispute Resolution personally on the tenant on April 19, 2016. They sent it first by registered mail but it was returned and they arranged for him to pick it up. I find that the tenant is served with the documents according to sections 88 and 89 of the Act. The landlord applies pursuant to the Act for a monetary order pursuant to Sections 7, 46 and 67 for unpaid rent and fees, to retain the security deposit to offset the amount owing; and to recover the filing fee pursuant to Section 72.

### **Issue(s) to be Decided:**

Has the landlord has proved on a balance of probabilities that the tenant has unpaid rent and the amount? Is the landlord entitled to recover the filing fee?

### **Background and Evidence:**

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced May 15, 2015, that monthly rent was \$800 and a security deposit of \$200 was paid May 26, 2015. The landlord said the tenant was given a Notice to End Tenancy for end of employment effective February 29, 2016. He chose not to pay February rent so the 10 day Notice to End Tenancy was issued to be effective February 25, 2016. The tenant has vacated but has not paid rent owed for February. His rent cheque was returned NSF and the landlord had to pay bank charges of \$35. They request to recover these charges also as the tenant's liability for them is in section 10 of his lease.

In evidence are timelines of the events by the landlord, the tenancy agreement, the one month Notice to End Tenancy and the 10 Day Notice to End Tenancy and a condition inspection report. In their notes, the landlord waives the carpet cleaning cost.

The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

**Analysis**

**Monetary Order**

I find the weight of the evidence is that there are rental arrears in the amount of \$800 for May 2016. I find the landlord entitled to recover the bank charges for the NSF cheque and their filing fee.

**Conclusion:**

I find the landlord is entitled to a monetary order as calculated below and to retain the security deposit to offset the amount owing. I find the landlord is also entitled to recover filing fees paid for this application.

**Calculation of Monetary Award:**

Rent arrears May 2016	800.00
Bank charge for NSF May cheque	35.00
Filing fee	100.00
Less security deposit (no interest 2009-16)	-200.00
<b>Total Monetary Order to Landlord</b>	<b>735.00</b>

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: June 23, 2016

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Residential Tenancy Branch