



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, O, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for money owed or compensation for damage or loss pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The landlord's agent, (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlord provided testimony that the tenants were both served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered on November 18, 2015. The landlord has provided copy of the Canada Post Customer Receipt Tracking number as confirmation.

During the hearing the landlord clarified that both tenants had vacated the rental unit on October 29, 2015 without proper notice. The landlord stated that a condition inspection report was completed by both parties on October 29, 2015 in which the tenants provided a forwarding address in writing as noted on the landlord's application for dispute. The landlord stated that she did not check to see if the package was delivered, but noted that the package was not returned by Canada Post.

I accept the undisputed affirmed evidence of the landlord and find that the tenants were both properly served with the notice of hearing package and the submitted documentary evidence as per sections 88 and 89 of the Act. The tenants are both deemed to have received the notice of hearing package and the submitted documentary evidence 5 days later as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on December 1, 2014 on fixed term tenancy ending on November 30, 2015 as shown by the submitted copy of the signed tenancy agreement dated August 28, 2014. The monthly rent was \$2,300.00 payable on the 1st day of each month and a security deposit of \$1,150.00 was paid on August 28, 2014.

The landlord provided undisputed affirmed testimony that the tenants vacated the rental unit on October 29, 2015 prior to the end of the fixed term tenancy on November 30, 2015. The landlord stated that the tenants automatic rent payment for November 2015 was returned as "NSF". The landlord noted that a \$25.00 "NSF" charge was assessed against the tenants and as well a \$25.00 late fee. The landlord relies upon section 2.1 of the signed tenancy agreement which provides for a \$25.00 "NSF" and a \$25.00 late fee" and the submitted copies of the tenant ledger.

The landlord seeks a monetary claim of \$2,350.00 which consists of:

\$2,300.00	Loss of Rental Income, November 2015
\$25.00	NSF Charge
\$25.00	Late Rent Fee
\$2,350.00	Total

Analysis

I accept the undisputed affirmed evidence of the landlord and find that a claim for loss of rental income (November 2015), NSF Charge and a Late Rent Fee totalling, \$2,350.00 has been established. The landlord has provided copies of the tenant ledger and the signed tenancy agreement which support the claims that the tenants vacated the rental unit prematurely on October 29, 2015 without proper notice.

The landlord having been successful is entitled to recovery of the \$50.00 filing fee.

I order that the landlord having applied to retain the \$1,150.00 security deposit may retain this amount in partial satisfaction of the claim.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$1,250.00 under the following terms:

Item	Amount
Loss of Rental Income, November 2015	\$2,300.00
NSF Charge, November 2015	25.00
Late Rent Fee, November 2015	25.00
Recovery of Filing Fee	50.00
Offset Security Deposit	-1,150.00
Total Monetary Order	\$1,250.00

The landlord is provided with this order in the above terms and the tenant(s) must be served with this order as soon as possible. Should the tenant(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as orders 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: June 09, 2016

Residential Tenancy Branch