



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNDC, MNR, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

This Application for Dispute Resolution was filed on January 14, 2016. On July 13, 2015 the Landlord filed an Application for Dispute Resolution seeking to retain the security deposit; however that Application for Dispute Resolution was dismissed, with leave to reapply, because neither party attended the hearing.

The Agent for the Landlord stated that on January 15, 2016 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted to the Residential Tenancy Branch on January 18, 2016 were sent to each Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act* (Act); however neither Tenant appeared at the hearing.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent, NSF fees, and late fees?  
Is the Landlord entitled to keep all or part of the security deposit?

### Background and Evidence

The Agent for the Landlord stated that:

- the tenancy began on August 01, 2012;
- the tenancy ended on June 30, 2015;
- at the end of the tenancy the rent was \$843.00 per month;
- the Tenants paid a security deposit of \$412.50; and
- the Tenants provided a forwarding address, in writing, on June 30, 2015.

The Landlord is seeking compensation, in the amount of \$443.00, for unpaid rent from June of 2015. The Agent for the Landlord stated that on June 05, 2016 the Tenants gave the Landlord

a rent cheque for \$443.00, which was returned due to insufficient funds. She stated that this amount of rent remains overdue.

The Landlord is seeking \$25.00 in NSF fees and \$25.00 in late fees for June of 2015. The Landlord submitted a copy of the tenancy agreement. The Agent for the Landlord stated that there is nothing in the agreement that requires the Tenants to pay late or NSF fees.

### Analysis

On the basis of the undisputed evidence I find that the Tenants still owe \$443.00 in rent for June of 2015. As Tenants are obligated to pay rent when it is due, pursuant to section 26 of the *Act*, I find that the Tenants must pay the outstanding rent of \$443.00 for June.

Section 7 of the *Residential Tenancy Regulation* allows a landlord to collect NSF and late fees only if the tenancy agreements provides for those fees. As there is no evidence that the tenancy agreement required the Tenants to pay NSF or late fees, I dismiss the Landlord's application for those fees.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

### Conclusion

The Landlord has established a monetary claim, in the amount of \$543.00, which includes \$443.00 in unpaid rent, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenants' security deposit of \$412.50 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of amount \$130.50. In the event that the Tenants do not voluntarily comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia 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: August 29, 2016

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Residential Tenancy Branch