



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Entre Nous Remmes Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This was a hearing with respect to the tenant's application for a monetary award. The hearing was conducted by conference call. The tenant and the landlord's representative called in and participated in the hearing.

Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is an apartment in Surrey. The tenancy began in November 2009. The monthly rent is \$551.00. The tenant claimed a monetary award from the landlord as compensation for an NSF cheque charge and what she claimed to be: "punitive damages". The tenant received a letter from the landlord dated May 5, 2016. It stated that the tenant's rent roll account had a credit of 3⁸⁰ and said:

Please, make sure you are deducting 3⁸⁰ from your rent next month.

The note was left for the tenant in her mailbox. The tenant did not pick up the note until May 27th. She said the mailbox was not close to her apartment and she had no reason to check it regularly. The tenant said that she understood the landlord's letter to mean that she had a rent credit of \$380.00 rather than a credit of \$3.80 as the landlord intended. The tenant said she wrote a new cheque for June rent. The tenant said she dropped the cheque off at the landlord's office along with a letter to the landlord before June 1st. The tenant did not submit a copy of the cheque or the letter as evidence. She said that the landlord's representative was away on holidays and did not receive it. The tenant claimed that her post-dated cheque for June rent was cashed improperly and there were insufficient funds to cover the cheque. The tenant said she was seeking

payment of the \$45.00 NSF fee plus a further \$1,000.00 as compensation for stress and suffering caused by the landlord's actions.

The landlord's representative testified that no cheque or letter was received from the tenant. She testified that the landlord's letter was delivered to the tenant's mailbox on May 5th which gave her ample time to provide a replacement cheque. The landlord's representative testified that she was not away on holidays on or before June 1st. The landlord's representative testified that the tenant called the landlord's office on June 2nd to request that the landlord not deposit her rent cheque because she would provide another one, but by then the cheque had already been deposited at the landlord's bank.

Analysis

The tenant did not provide documents to support her version of events. I accept the testimony of the landlord's representative that the tenant did not provide a replacement cheque and did not contact the landlord until June 2nd to request that the cheque be held back. According to the tenant she failed to retrieve her mail until May 27th. and the landlord's records show that the tenant called the landlord on June 2nd to ask that the landlord hold the cheque. If the tenant had left a replacement cheque as she claimed, there would have been no need for this call and I find the tenant's testimony to be inconsistent; I prefer the landlord's version of events because it is consistent with the documents submitted. I find that there is no basis for the tenant's claim for compensation and it is dismissed without leave to reapply.

Conclusion

The tenant's claim is dismissed.

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: February 14, 2017

Residential Tenancy Branch