



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EMV HOLDINGS CORP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNR, MNSD

Introduction

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

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

Only the landlord appeared at the hearing. The landlord provided affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The landlord testified and supplied documentary evidence that he served the tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent on May 8, 2017. The landlord had provided tracking information from Canada Post indicating the mail had been signed for on May 10, 2017. I find the tenant has been duly served in accordance with sections 89 and 90 of the Act. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue to be Decided

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on May 12, 2014 and ended on April 30, 2017. The tenants were obligated to pay \$2488.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$1200.00 security deposit. The landlord testified that the tenant put a stop payment on the last months' rent cheque. The landlord is seeking the unpaid rent for April 2017 plus late fees and NSF fees for an amount of \$2533.00. The landlord is also seeking the recovery of the \$100.00 filing fee.

Analysis

The landlord submitted extensive documentation to support each of his claims. Based on the undisputed testimony of the landlord and the supporting documentation, I find that the landlord is entitled to amount as claimed.

The landlord is also entitled the recovery of the \$100.00 filing fee.

Conclusion

The landlord has established a claim for \$2633.00. I order that the landlord retain the \$1200.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1433.00. 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: October 16, 2017

Residential Tenancy Branch