



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      FF, MNR

### 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; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

The hearing was conducted via teleconference and was attended by the landlord. No one was in attendance on behalf of the tenants. The landlord submitted documentary evidence that the tenants were served notice of this application and this hearing by registered mail on September 1, 2017. Canada Post tracking information was submitted in the landlord's evidence.

Based on the submissions of the landlord, I find the tenants were deemed served notice of this proceeding on September 6, 2017, pursuant to section 90 of the *Act*. Therefore, I continued in the absence of the tenants.

### Issue to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy?

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 February 15, 2016 and ended on July 31, 2017. The tenants were obligated to pay \$1420.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$710.00

security deposit that the landlord still holds. TK testified that the tenants rent cheque for June was returned for non-sufficient funds and that they didn't pay the rent for July 2017 either. TK testified that the tenants did not give notice that they would be moving out. SI testified that the landlord is seeking the two months of unpaid rent along with the \$25.00 NSF fee from the bank as per their tenancy agreement along with the \$100.00 filing fee.

The landlord is applying for the following:

1.	Rent for June 2017	\$1420.00
2.	Rent for July 2017	1420.00
3.	NSF fee	25.00
4.		
5.		
6.		
	<b>Total</b>	<b>\$2865.00</b>

### Analysis

The landlord provided extensive documentation along with their undisputed testimony to satisfy me that they have proven their claim. Although the landlords have not applied for it, using the offsetting provision under section 72 of the Act, the landlord is entitled to retain the \$710.00 security deposit in partial satisfaction of the claim. The landlord is also entitled to the recovery of the \$100.00 filing fee.

### Conclusion

In summary, the landlord has been successful in the following claims:

June Rent	\$1420.00
July Rent	\$ 1420.00
NSF FEE	\$25.00
Filing Fee	\$100.00
	\$
Less Deposit	-\$710.00
<b>Total:</b>	<b>\$2255.00</b>

I grant the landlord an order under section 67 of the Act for the balance due of \$2255.00. 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: March 19, 2018

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Residential Tenancy Branch