



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL-S, FFL

### Introduction

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

- a monetary order for unpaid rent 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 its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package via Canada Post Registered Mail on April 17, 2020. The landlord stated that an online search of the Canada Post Website shows that the package was delivered on April 20, 2020. The landlord also further details that the tenant vacated the rental unit on April 21, 2020. I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act. Despite not attending, I find that the landlord is deemed served on April 20, 2020 as per section 90 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent 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 May 15, 2017 on a fixed term tenancy ending on April 30, 2018 and then thereafter on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated April 5, 2017. The monthly rent was \$1,525.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$762.50 was paid.

The landlord seeks a monetary claim of \$1,775.00 which consists of:

\$1,625.00	Unpaid Rent, April 2020
\$25.00	Late Rent Fee
\$25.00	NSF Charge
\$100.00	Filing Fee

The landlord stated that the tenant normally pays rent via pre-authorized payment as per the signed tenancy agreement. The tenant provided his banking information and signed a pre-authorized payment form.

The landlord stated that the tenant failed to pay rent of \$1,625.00 for April 2020. The landlord stated that no rent for April 2020 was paid and the landlord seeks compensation of \$25.00 for a late fee. The landlord also seeks compensation of \$25.00 for a NSF Charge as the pre-authorized payment was returned as NSF. The landlord stated that the tenant provided an email notice to end the tenancy on March 31, 2020 to move-out on April 15, 2020. The landlord confirmed that the tenant vacated on April 21, 2020. No rent for April 2020 was paid as of the date of this hearing.

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this case, I accept the undisputed affirmed evidence of the landlord and find that the tenant vacated the rental unit on April 21, 2020 and failed to pay any rent for April 2020 of \$1,625.00. I also find as per the signed tenancy agreement that the landlord has established a claim for a \$25.00 late fee and a \$25.00 NSF charge when the tenant's pre-authorized payment was returned as NSF. The landlord has established a total monetary claim of \$1,675.00.

I also order that the landlord is entitled to recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$762.50 security deposit in partial satisfaction of this claim.

### Conclusion

The landlord is granted a monetary order for \$1,012.50.

This order must be served upon the tenant. Should the tenant fail to comply with this order, the order may be filed in the Small Claims Division of the Provincial 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 24, 2020

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Residential Tenancy Branch