



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FFL

### Introduction

On October 5, 2022, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an order of possession; for a monetary order for unpaid rent or utilities; for a monetary order for money owed or damage or loss under the Act; to keep a security deposit; and to recover the cost of the filing fee.

The matter was set for a conference call hearing. The Landlord’s agent and the Tenant attended the teleconference hearing.

The parties confirmed that they exchanged the documentary evidence before me. The Landlord and Tenant were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

### Preliminary and Procedural Matters

The Tenant and Landlord testified that the Tenant moved out of the rental unit at the end of October 2022. The Landlord does not require an order of possession for the rental unit.

### Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to a monetary order for money owed or damage or loss under the Act or tenancy agreement?
- Is the Landlord entitled to keep the security deposit towards unpaid rent?

### Background and Evidence

The Landlord and Tenant testified that the tenancy began on September 1, 2021, as a one-year fixed term tenancy that may continue thereafter on a month-to-month basis. Rent in the amount of \$1,979.25 is to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$975.00. The Landlord provided a copy of the tenancy agreement.

### Unpaid Rent

The Landlord testified that the Tenant did not pay all the rent owing under the tenancy agreement.

The Landlord testified that the Tenant failed to pay the rent for the months of March and September 2022 in the amount of \$3,929.25. The Tenant made rent payments of \$1,470.00 towards the unpaid rent with a balance of \$2,459.25 owing to the Landlord.

The Landlord testified that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated September 13, 2022, ("the 10 Day Notice").

The Landlord testified that the Tenant was served with the Notice by attaching a copy to the Tenant's door.

The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

The Tenant did not dispute the 10 Day Notice and moved out of the rental unit at the end of October 2022.

The Landlord seeks a monetary order for unpaid rent in the amount of \$2,459.25.

In reply, the Tenant acknowledged that the Landlord's claim for unpaid rent is correct.

### Money Owed

The Landlord testified that the payments for the months of March 2022, August 2022, and September 2022 were returned to the Landlord as Non-Sufficient Funds (NSF). The Landlord stated that the tenancy agreement provides for a \$25.00 charge for each NSF rent payment. The Landlord stated that the Tenant made rent payments using a tenant pay program that charges the Landlord a \$1.13 service fee for each transaction.

The Landlord is seeking to recover \$9.04 for eight transaction charges. The Landlord is seeking compensation of \$84.04.

In reply the Tenant stated that she does not dispute the Landlord's claim.

### Security Deposit

The Landlord is seeking to keep the security deposit of \$975.00 in partial satisfaction of the claim for unpaid rent.

In reply, the Tenant agreed that the Landlord could retain the security deposit towards the unpaid rent.

### Analysis

Based on the evidence before me, the testimony of the Landlord and Tenant, and on a balance of probabilities, I find that the Tenant owes the Landlord \$2,459.25 in unpaid rent.

I find that the Tenant owes the Landlord \$84.04 for NSF fees and service transactions.

I award the Landlord the amount of \$2,543.29.

After calculating the interest on the deposit, I order that the Landlord can keep the security deposit in the amount of \$977.50 in partial satisfaction of the monetary award for unpaid rent and other fees.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$2,643.29 comprised of unpaid rent; NSF fees; and the \$100.00 fee paid by the Landlord for this hearing.

After setting off the security deposit of \$977.50 towards the award of \$2,643.29, I find that the Landlord is entitled to a monetary order in the amount of \$1,665.79. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to pay all the rent due under the tenancy agreement for March 2022 and September 2022 and is responsible for fees related to NSF rent payments and rent payment transactions.

The Tenant owes the Landlord \$2,643.29. I order that the Landlord can keep the security deposit in the amount of \$977.50 in partial satisfaction of the award.

The Landlord is granted a monetary order for the balance of \$1,665.79. This monetary order may be filed in the Provincial Court (Small Claims) 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: February 17, 2023

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Residential Tenancy Branch