



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 583230 BC LTD. and
VANAK REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with the landlords' 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 and pet damage deposit (the deposits) in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 30 minutes. The agent for the landlords (the landlord) attended the hearing, confirmed that they had the authority to represent the landlords at this hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that the tenant was served with the Application for Dispute Resolution hearing notice and evidence package by registered mail on May 28, 2016. The landlord provided Canada Post customer receipts with a tracking number. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the notice and evidence package on June 2nd, 2016, five days after the registered mailing.

During the hearing, the landlord amended the monetary amount of the claim sought. The landlords indicated that they wished to reduce the monetary amount of the claim by \$150.00. Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's Application to decrease the landlord's monetary claim by \$150.00 to \$825.00.

Issue(s) to be Decided

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

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 and Evidence

The landlord entered into evidence a copy of the residential tenancy agreement signed by one of the landlords and the tenant on August 13, 2014, indicating a monthly rent of \$930.00 due on the first day of the month for a tenancy commencing on September 1st, 2014. The landlord also entered into written evidence a copy of the tenant ledger showing all charges and payments made by the tenant during the duration of the tenancy. The landlord confirmed that the tenant's security deposit of \$465.00 and pet damage deposit of \$465.00 paid on August 13, 2014 is still being held by the landlord. The landlord also entered into written evidence a copy of a statement from the landlord's financial institution dated February 3, 2016 showing that a withdrawal of \$930.00 from the tenant's account was rejected as NSF.

The landlord provided undisputed evidence at this hearing, as the tenants did not appear. The landlord provided undisputed evidence that the tenancy began on September 1, 2014 and ended on March 1, 2016. The landlord also confirmed that per the terms of the written tenancy agreement late payments and NSF payments are subject to an administrative fee of no more than \$25.00 each.

Analysis

I have reviewed all documentary evidence and have heard the undisputed evidence of the landlord. I find that there is undisputed evidence that rent in the amount of \$930.00 was payable by the tenant on February 1, 2016. I find that this amount has not been paid and that the tenancy agreement signed by both landlord and tenant provides that late fees and NSF fees are payable by the tenant for the arrears. Accordingly, pursuant to section 67 of the *Act* I find that the landlord is entitled to a monetary award of \$825.00 which represents the rent owed for February 2016, the NSF fee, and late fee less the amount of \$150.00 reduced by the landlord at the hearing.

In accordance with sections 38 and 72 of the *Act*, I allow the landlords to retain the tenant's \$465.00 security deposit and \$465.00 pet damage deposit in satisfaction of the monetary award issued in the landlord's favour.

As the landlord has been successful in this application, I find that they are entitled to recover their \$100.00 filing fee from the tenant.

Conclusion

Pursuant to section 67 of the *Act*, I issue a monetary award in the landlord's favour for the amount of \$925.00 under the following terms, which includes unpaid rent, late fees and NSF fees and the filing fee. I order that the landlord retain this amount from the pet and security deposit in full satisfaction of their claim. As the remainder of the deposit is \$5.00, I decline to issue a monetary award for this minimal amount.

<u>ITEM</u>	<u>AMOUNT</u>
Amount of February 2016 Rent Owing	\$780.00
NSF Fees	\$20.00
Late Fees	\$25.00
Filing Fees	\$100.00
Less Security and Pet Damage Deposits	-\$930.00
<u>BALANCE</u>	<u>-\$5.00</u>

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: November 23, 2016

Residential Tenancy Branch