

## **DECISION**

Dispute Codes      OPR MNR MND MNDC FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain an Order of Possession for unpaid rent, and a Monetary Order for unpaid rent, to keep all of the pet and or security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee from the Tenant for this application.

The Landlord appeared and was provided the opportunity to present their evidence orally, in writing, and in documentary form.

### Issues(s) to be Decided

- 1) Has the Landlord proven entitlement to an Order of Possession?
- 2) Has the Landlord proven entitled to a Monetary Oder?

### Background and Evidence

The Landlord submitted documentary evidence which consisted of, among other things, a copy of a 10 Day Notice to End Tenancy issued to the Tenant on September 2, 2010, a proof of service document, and a copy of the tenancy agreement signed by the parties on September 25, 2008.

At the onset of the hearing the Landlord stated that the Tenant provided the Landlord with payment of \$1,750.00 the morning of this hearing, October 22, 2010. The Landlord advised that in consideration of this payment they were withdrawing their request for an Order of Possession and for a Monetary Order for unpaid rent. The Landlord requested that they be issued a Monetary Order for reimbursement of the \$50.00 filing fee.

### Analysis

I find that in order to justify payment of damages or losses under section 67 of the *Act*, the Applicant Landlord would be required to prove that the other party did not comply with the *Act* and that this non-compliance resulted in costs or losses to the Applicant pursuant to section 7.

The Landlord is seeking recovery of the \$50.00 filing fee, an amount paid to initiate a request for an Order of Possession and a Monetary Order after the Tenant failed to pay her rent in contravention of section 26 of the *Act* which stipulates a tenant must pay rent when it is due. The Tenant failed to comply with a standard term of the tenancy agreement which stipulates that rent is due monthly on the first of each month, which caused the Landlord to suffer the cost of bringing this matter to dispute resolution.

Based on the aforementioned I find the Landlord's loss is directly related to the Tenant's breach and I hereby award the Landlord recovery of the \$50.00 filing fee.

### Conclusion

A copy of the Landlord's decision will be accompanied by a Monetary Order for \$50.00. The order must be served on the Tenant and is enforceable through the Provincial Court 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 22, 2010.

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Dispute Resolution Officer