

Decision

Dispute Codes: OPR, MNR, MNSD, FF

Background / Evidence / Analysis

This matter was scheduled for hearing to commence by way of conference call on October 4, 2010 at 11:30 a.m., in response to an application by the landlord for an order of possession, a monetary order as compensation for unpaid rent, retention of the security deposit, and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony.

The landlord's agent testified that the application for dispute resolution and notice of hearing were personally served on the tenant on August 17, 2010. Despite this, by 11:40 a.m. the tenant had still not appeared and the hearing was concluded at that time.

Pursuant to a written tenancy agreement, the fixed term of tenancy was from July 1 to December 31, 2009. Thereafter, tenancy has continued on a month-to-month basis. Monthly rent is \$1,200.00, and a security deposit of \$600.00 was collected at the outset of tenancy.

Arising from rent which was unpaid when due on August 1, 2010, the landlord issued a 10 day notice to end tenancy for unpaid rent dated August 3, 2010. The amount shown on the notice as overdue is \$1,200.00. Following issuance of the notice, the tenant made payment in the limited amount of \$675.00. Subsequently, the landlord filed an application for dispute resolution, seeking a monetary order for the unpaid balance of \$525.00.

The landlord's agent testified that after filing for dispute resolution, the tenant paid the full amount of the unpaid balance. As a result, the landlord's agent testified that both parties are satisfied that the tenancy presently continues in full force and effect. The

landlord's agent therefore withdrew all aspects of the application with the exception of recovery of the filing fee.

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that the landlord has established entitlement to recovery of the \$50.00 filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$50.00**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: October 4, 2010

Dispute Resolution Officer