



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

**Dispute Codes**      OPR, MNR, MNDC, MNSD, FF

### **Introduction**

This hearing was convened by way of conference call to deal with the landlord's application for an Order of Possession for unpaid rent or utilities; for a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlord to retain all or part of the security deposit or pet damage deposit; and to recover the filing fee from the tenant for the cost of this application.

An agent for the landlord company attended the hearing and gave affirmed testimony. Despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on March 16, 2011, the tenant did not attend. All information and testimony provided has been reviewed and is considered in this Decision.

### **Issue(s) to be Decided**

Is the landlord entitled to an Order of Possession for unpaid rent or utilities?

Is the landlord entitled to a monetary order for unpaid rent or utilities?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is the landlord entitled to retain all or part of the security deposit or pet damage deposit in full or partial satisfaction of the claim?

### **Background and Evidence**

The landlord's agent testified that this month-to-month tenancy began on June 1, 1999 and the tenant still resides in the rental unit. Rent in the amount of \$660.00 per month is payable in advance on the 1<sup>st</sup> day of each month. On May 26, 1999 the landlord collected a security deposit from the tenant in the amount of \$250.00. No pet damage deposit was collected.

The landlord's agent further testified that the tenant was served on March 2, 2011 with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by posting the notice to the door of the tenant's rental unit. A copy of that notice was provided in advance of the hearing, and it states that the tenant failed to pay rent in the amount of \$1,356.00 that was due on March 1, 2011; the notice is dated March 2, 2011 and contains an expected date of vacancy of March 13, 2011. She also provided a copy of a Resident Ledger which shows that the tenant was in arrears \$1,356.00 as at March 1, 2011 when rent was due.

The landlord's agent further testified that the tenant paid \$900.00 on March 14, 2011 and \$531.00 on March 21, 2011, and the landlord's agent provided to the tenant receipts marked, "For Use and Occupancy Only," but did not provide copies of those receipts to the Residential Tenancy Branch as evidence. April's rent is also due.

During the course of the hearing, the landlord's agent advised that the tenant paid all arrears owing while the hearing was being conducted, as well as an additional \$50.00 for the cost of this application, and the landlord withdrew the application for an Order of Possession, the application for a monetary order, and the application for an order permitting the landlord to retain the security deposit. The landlord requests an order for recovery of the filing fee which has been paid by the tenant.

### **Analysis**

Because the landlord has withdrawn all claims with the exception of recovering the filing fee, I must dismiss those portions of the application before me.

With respect to the filing fee, I find that the tenant has put the landlord in a position where the landlord was required to apply for dispute resolution. The landlord has reinstated the tenancy, and I find that the landlord is entitled to retain the \$50.00 paid by the tenant for the cost of filing this application.

### **Conclusion**

For the reasons set out above, I hereby dismiss the landlord's application for an Order of Possession, as withdrawn.

I further dismiss the landlord's application for a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, as withdrawn.

The landlord's application to retain the security deposit is hereby dismissed, as withdrawn.

I hereby order that the landlord retain the \$50.00 paid by the tenant as recovery of the cost of filing this application.

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: April 04, 2011.

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Residential Tenancy Branch