

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit 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, although I waited until 1:45 p.m. in order to enable the tenant to connect with this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The landlord entered into written evidence a copy of the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) issued to the tenant by posting on the tenant's door on July 1, 2011. The landlord entered into written evidence a copy of the Canada Post Customer Receipt and Tracking Number confirming that the landlord sent the tenant a copy of the landlord's dispute resolution hearing package by registered mail on July 22, 2011. I am satisfied that the landlord served these documents and the landlord's written evidence to the tenant in accordance with the *Act*.

At the commencement of the hearing, the landlord testified that the tenant paid all of his outstanding rent on August 3, 2011. As such, the landlord withdrew his application to end this tenancy and to obtain an Order of Possession. The landlord testified that the only monetary award he was seeking was to recover the \$50.00 filing fee for this application from the tenant.

Issues(s) to be Decided

Is the landlord entitled to recover the filing fee for this application from the tenant? Is the landlord entitled to retain a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Background and Evidence

The landlord said that the tenant was added to this month-to-month tenancy on December 2, 2008. He testified that the current monthly rent is set at \$731.11, payable

in advance on the first of each month. The landlord continues to hold a \$300.00 security deposit plus interest paid on December 1, 2008.

Analysis

Based on the undisputed evidence provided by the landlord, I accept the landlord's claim that an application for dispute resolution was necessary in order to obtain a resolution of the tenant's responsibility for \$962.22 in unpaid rent for July 2011. I allow the landlord's application for a monetary award of \$50.00 to enable the landlord to recover the landlord's filing fee for this application from the tenant.

The landlord testified that he continues to hold the tenant's security deposit of \$300.00 plus interest from December 1, 2008 until the date of this decision. Over that period, \$0.38 in interest has accrued on that amount, leaving the value of the tenant's security deposit at \$300.38, at the time of this decision.

I allow the landlord to retain \$50.00 from the current value of the tenant's security deposit to satisfy the landlord's monetary award.

Conclusion

I issue a monetary award in the landlord's favour in the amount of \$50.00 to enable the landlord to recover the filing fee for this application from the tenant. To give effect to this monetary award, I order that the retained value of the tenant's security deposit as of the date of this decision is reduced from \$300.38 to \$250.38.

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*.