



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This matter proceeded by way of a conference call hearing, pursuant to the *Residential Tenancy Act* (the “Act”), and dealt with an Application for Dispute Resolution by the Landlord for an Order of possession, a monetary Order for unpaid rent, and recovery of the filing fee for the cost of this application. Both parties appeared, gave affirmed testimony and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

During the course of the hearing, the parties reached an agreement to settle the issues raised in the Landlord’s application, except the filing fee for the cost of this application. The details of the settlement agreement are noted below, in the conclusion of this decision.

Issue(s) to be Decided

Should the Tenants be ordered to pay the filing fee?

Background and Evidence

The tenancy began in September 2007 and the parties have a written tenancy agreement. The Landlord applied for a monetary Order for unpaid rent and an Order of possession on the rental unit due to September 2011 rent not being paid on the first of the month. The parties agree that the rent is \$954.77 and it is due on the first of the month. The Tenants are still in the rental unit. The parties agree that in the past the Landlord had tolerated the Tenants paying the rent late.

The Landlord submitted in evidence copies of documents given to the Tenants, which included letters about late payment of rent and an accounting of the deposits made by the Tenants for rent in 2010 and 2011. The Landlord testified that up until May 2011, they had been flexible with the Tenants paying rent late; however, they no longer wish

to allow this. The Landlord stated that they want the rent paid on the first as indicated in the tenancy agreement.

Tenant, DF, testified that they have had difficulty paying the rent on time and that they have received letters from the Landlord about this. The Tenant, DF, testified that they have paid portions of their rent on varying dates to the Landlord through transfers from their bank account. Tenant, DF, testified that her husband and her son are receiving a permanent disability amount from social services. Tenant, DF, stated that they will arrange with social services to have rent sent directly from their disability cheque to the Landlord so that there will be no further rent arrears. Tenant, DF, also stated that she will pay the Landlord the \$0.65 that is currently outstanding to bring her rent up to date.

The Landlord testified that the Tenants paid the balance of September's rent within five days of receiving the 10 day Notice to End Tenancy, and although there is still \$0.65 that is outstanding, the Landlord does not wish to evict the Tenants at this time and is not seeking an Order of possession at this time. The Landlord indicated that, because the Tenants have been repeatedly late paying the rent, they had no choice but to come to a hearing to try and resolve their issues with the Tenants. The Landlord indicated that they are satisfied that the Tenants have agreed to have social services directly forward the rent to the Landlord from the disability amounts so that there will be no further late rent. The Landlord stated if the Tenants are late with rent again that they will reapply for an Order of possession and monetary Order by issuing a 10 Day Notice to End Tenancy and/or a 1 Month Notice to End Tenancy for Cause for repeated late payment of rent.

Landlord requests that the Tenants pay them \$0.65 outstanding rent and reimburse them for the \$50.00 filing fee for this application.

Analysis

The Tenants do not dispute that they owe the Landlord \$0.65 in outstanding rent. Considering all of the evidence of numerous instances of late payment of rent, I find that on the balance of probabilities the Landlord had to come to a hearing to resolve their dispute with the Tenants. As a result I find that it is appropriate to Order the Tenants to pay the Landlord for the filing fee for this Application (\$50.00) and the balance of the outstanding rent (\$0.65).

Conclusion

I find that the Landlord is entitled to monetary compensation pursuant to section 67 and 72 in the amount of **\$50.65** comprised of the filing fee and rent owed.

This Order must be served on the Tenants and may be filed in the Provincial Court (Small Claims) and enforced 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*.

The settlement agreement of the Landlord and Tenant in regard to this application is as follows:

1. The Landlord agrees to withdraw their request for the Order of possession.
2. The Tenants will take the steps necessary to ensure that the Landlord receives full payment of rent by the first of each month, which will include requesting that social services send the Landlord the rent directly by the first of each month.
3. The Tenants agree to pay the Landlord the \$0.65 outstanding rent.

Dated: October 18, 2011.

Residential Tenancy Branch