

## **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 1:41 p.m. in order to enable her 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 testified that a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) was posted on the tenant's door on September 4, 2011. The landlord testified that she sent a copy of the landlord's dispute resolution hearing package to the tenant by registered mail on September 15, 2011. She provided Canada Post Tracking Numbers to confirm this mailing. I am satisfied that the landlord served these documents to the tenant in accordance with the *Act*.

At the commencement of the hearing, the landlord said that the tenant has paid all of the outstanding amounts owing. She said that she was no longer seeking an end to this tenancy or an Order of Possession. She testified that the only remedy she was still seeking was recovery of the landlord's \$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?

### Background and Evidence

This periodic tenancy commenced on April 1, 2006. Monthly rent is set at \$650.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$325.00 security deposit paid on March 19, 2006.

The landlord's application for a monetary award of \$1,380.00 included the following items:

<b>Item</b>	<b>Amount</b>
Unpaid September 2011 Rent	\$650.00
September 2011 Late Fee	25.00
Unpaid October 2011 Rent	650.00
October 2011 Late Fee	25.00
Storage Locker Fees August- October	30.00
<b>Total Monetary Award Requested</b>	<b>\$1,380.00</b>

The landlord also applied for recovery of the \$50.00 filing fee from the tenant.

### Analysis

I find that the landlord's application for dispute resolution appears to have been necessary to obtain a resolution of the monetary issues that gave rise to the landlord's application. Although these monetary issues and the landlord's application to end this tenancy have now been resolved, I find that the landlord is entitled to recover the \$50.00 filing fee for this application from the tenant. In order to implement this decision, I allow the landlord to retain \$50.00 from the tenant's security deposit. The current value of the tenant's security deposit is reduced by \$50.00 from \$325.00 to \$275.00 plus applicable interest.

### Conclusion

I issue a monetary award in the landlord's favour in the amount of \$50.00 to allow the landlord to recover the filing fee for this application from the tenant. To implement this decision, I reduce the value of the tenant's security deposit from \$325.00 to \$275.00 plus applicable interest.

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*.