



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, a monetary order for unpaid rent, compensation for damages and losses under the Residential Tenancy Act (the "Act"), regulation or tenancy agreement, and the filing fee, and an order to retain the security deposit.

Both parties attended the hearing, gave affirmed testimony and were provided the opportunity to present evidence orally and in written and documentary form, and make submissions to me.

Preliminary Matter(s)

The Landlord states that the Tenant has since resolved the unpaid rent and they have mutually agreed to cancel the Notice and reinstate the Tenancy. The Landlord states that the only issue remaining on their Application is the request for reimbursement of the filing fee. As a result, I am granting the Landlord's request to cancel the Notice to End Tenancy and amend the Application so that the only remaining issue is the filing fee.

Issue(s) to be Decided

Should the Tenant be ordered to pay the filing fee?

Background and Evidence

The parties testified that the tenancy began pm December 01, 2010 and the parties have a written tenancy agreement. The parties agree that the current rent is \$920.70 per month due on the first of each month. The parties agree that the Tenant paid the Landlord a security deposit of \$450.00 when the tenancy commenced. The Tenant is still in the rental unit.

When the Landlord did not receive a response from the Tenant to the 10 Day Notice, he applied for dispute resolution on February 24, 2012. The Landlord states that the Tenant paid the rent for February and March 2012 to the Landlord on March 08, 2012,

prior to the hearing of the Landlord's Application. The Landlord states that they mutually agreed to cancel the Notice and reinstate the tenancy.

Landlord requests that the Tenant should reimburse them for the \$50.00 filing fee for this Application, as they had filed for the Application prior to the Tenant paying the outstanding rent.

The Tenant stated at the hearing that he agrees that he paid the outstanding rent on March 08, 2012 and he does not dispute the Landlord's claim for the \$50.00 filing fee.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the Tenant did not pay the rent until after the Landlord filed his Application. Had the Tenant and the Landlord not reached a mutual agreement to cancel the Notice and reinstate the tenancy, it is likely that the tenancy would have ended based on the Notice issued by the Landlord as the rent was not paid within five days of the Notice being served.

As a result, I find that it is appropriate to order the Tenant to pay the Landlord for the filing fee for this Application (\$50.00).

Conclusion

I find that the Landlord is entitled to monetary compensation pursuant to section 67 and 72 in the amount of **\$50.00** comprised of the filing fee.

This order must be served on the Tenant 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*.

Dated: March 21, 2012.

Residential Tenancy Branch