Dispute Resolution Services

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 to obtain an Order of Possession for unpaid rent and a Monetary Order for unpaid rent, to keep the security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee from the Tenant for this application.

Service of the hearing documents, by the Landlord to the Tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on May 30, 2012. Canada Post receipts were provided in the Landlord's evidence.

The Landlord appeared and gave affirmed testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Is the Landlord entitled to a Monetary Order?

Background and Evidence

The Landlord confirmed that the parties entered into a fixed term tenancy agreement that began on July 1, 2011 and is set to switch to a month to month tenancy after June 30, 2012. Rent is payable on the first of each month in the amount of $850.00 and on June 10, 2011 the Tenant paid $425.00 as the security deposit.

The Landlord submitted that after serving the Tenant with the 10 Day Notice and the hearing documents the Tenant wrote them a letter advising of her situation. This letter was received on June 23, 2012 along with a money order that brings the Tenant's rental arrears current. After consideration of the Tenant's circumstances the Landlord has decided to accept the payment as rent and to reinstate this tenancy. The Landlord has

withdrawn their request for an Order of Possession and is seeking to recover the cost of the filing fee from the Tenant.

Analysis

I find that in order to justify payment of damages or losses under section 67 of the *Act*, the Applicant Landlord would be required to prove that the other party did not comply with the *Act* and that this non-compliance resulted in costs or losses to the Applicant pursuant to section 7.

In this case the evidence supports rent is payable on the first of each month. The Tenant did not pay her June 1, 2012 rent until June 23, 2012; therefore I find she breached section 26 of the Act which states a tenant must pay rent when it is due in accordance with the tenancy agreement. This breach caused the Landlord to suffer a loss of $50.00 to make application for dispute resolution.

Based on the aforementioned I find the Landlord has met the burden of proof and I award them recovery of the **$50.00** filing fee.

Conclusion

The Landlord withdrew their request for an Order of Possession as they have reinstated this tenancy.

The Landlord has been awarded a Monetary Order for **$50.00**. This Order is legally binding and must be served upon the Tenant.

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: June 25, 2012.

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Residential Tenancy Branch