

DECISION

Dispute Codes:

OPR; MNR; MNDC, MNSD; FF

Introduction

This is the Landlords' application for an Order of Possession; a Monetary Order for unpaid rent and loss of revenue; to retain the security deposit and pet damage deposit in partial satisfaction of their monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlords gave affirmed testimony at the Hearing.

The Landlord DF testified that the Notice of Hearing documents and copies of the Landlords' documentary evidence were mailed to the Tenant, via registered mail, to the rental unit on November 2, 2012. The Landlords provided the registered mail receipt and tracking numbers in evidence.

Based on the Landlord DF's affirmed testimony and the documentary evidence provided, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

Issues to be Decided

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

The Landlords gave the following testimony and documentary evidence:

A copy of the tenancy agreement was provided in evidence. This tenancy began on January 15, 2012. The tenancy agreement is a lease, ending January 14, 2013. Monthly rent is \$1,300.00, due the fifteenth day of each month. The Tenant paid a security deposit in the amount of \$650.00 and a pet damage deposit in the amount of \$650.00 on December 16, 2011.

The Landlord DF stated that the Tenant has paid all outstanding rent and therefore the Landlords seek only to recover the cost of the filing fee and the cost of serving the Tenant by registered mail, in the total amount of \$60.25.

The Landlord ML testified that the Tenant paid the amount owed after the Landlords had already filed their Application for Dispute Resolution. She testified that the Tenant paid rent for November as well, but was late. She said that the Tenant wished to continue the tenancy and that she agreed that the tenancy would continue.

Analysis

The Landlords have reinstated the tenancy and the Tenant has paid all outstanding rent to and including November 15, 2012. I find that the tenancy was reinstated when the Tenant paid his outstanding rent and therefore the Landlords' applications for an Order of Possession and Monetary Order for unpaid rent and loss of revenue are dismissed.

There is no provision in the Act for recovery of the cost of serving another party and therefore I decline to award the Landlords their mailing costs of \$10.25.

The Tenant did not pay the outstanding rent owed until after the Landlords filed their Application for Dispute Resolution. I find that the Landlords are entitled to recover the cost of filing their application from the Tenant.

Further to the provisions of Section 72 of the Act, the Landlords may deduct \$50.00 from the security deposit in recovery of the filing fee. This leaves a balance remaining \$600.00 for the security deposit and \$650.00 pet damage deposit.

Conclusion

The outstanding rent has been paid in full and the Landlords have reinstated the tenancy. Therefore, their applications for an Order of Possession and Monetary Order for unpaid rent and loss of revenue are dismissed.

The Landlords may deduct **\$50.00** from the security deposit in recovery of the cost of filing their application.

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: December 04, 2012.

Residential Tenancy Branch