



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Estates Ltd.
and [tenant name suppressed to protect privacy]

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 for unpaid rent 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 11:14 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 11:00 a.m. 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 May 8, 2013. The landlord testified that a copy of the landlord's dispute resolution and written evidence packages were sent to the tenant by registered mail on May 23, 2013. The landlord provided a copy of the Canada Post Tracking Number and Customer Receipt to confirm this registered mailing. I am satisfied that the landlord has served the above documents in accordance with sections 88, 89 and 90 of the *Act*.

At the commencement of this hearing, the landlord testified that the tenant has paid all outstanding rent and fees as of June 4, 2013. The landlord said that she was no longer seeking an Order of Possession nor was she seeking a monetary award for unpaid rent. She withdrew all of the landlord's application with the exception of the request to recover the \$50.00 filing fee from the tenant. The only issue before me is the landlord's application to recover the filing fee for this application.

Issues(s) to be Decided

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This one-year fixed term tenancy began on July 1, 2012. Monthly rent is set at \$1,435.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$717.50 security deposit paid on June 11, 2012.

The landlord issued the 10 Day Notice for \$1,490.00 in unpaid rent, late fees and parking. Without issuing the 10 Day Notice, the landlord maintained the tenant would not have paid the outstanding rent or the rent and fees for June 2013.

Analysis

Based on the landlord's undisputed testimony, I find that the landlord was justified in filing an application for dispute resolution in order to obtain payment of outstanding rent owed in May 2013. Although the landlord has now received full payment of rent and other fees owing for this tenancy, I find that the landlord is entitled to a monetary award of \$50.00 to recover the landlord's filing fee for this application.

In accordance with sections 38 and 72 of the Act, I order the landlord to retain \$50.00 from the current value of the tenant's security deposit. The remainder of the landlord's application for dispute resolution is withdrawn.

Conclusion

I order the landlord to recover the \$50.00 filing fee for this application by retaining \$50.00 from the tenant's security deposit. The revised value of the security deposit is now set at \$667.50 (i.e., $\$717.50 - \$50.00 = \$667.50$).

The remainder of the landlord's application is withdrawn.

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 24, 2013

Residential Tenancy Branch