



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Li-Car Management Group  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      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 and utilities pursuant to section 55;
- a monetary order for unpaid rent and utilities, 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 11:12 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. Landlord Representative D Se testified that she posted a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenant's door on August 2, 2013. Landlord Representative D St (the landlord) testified that she handed the tenant a copy of the landlord's dispute resolution hearing package on August 23, 2013. Landlord Representative AC testified that she witnessed the handing of the dispute resolution hearing package to the tenant on August 23, 2013. The landlord entered into written evidence a proof of service document to confirm the hand delivery of the hearing package to the tenant on August 23, 2013. I am satisfied that the landlord served the above documents to the tenant in accordance with the *Act*.

The landlord testified that the tenant vacated the rental unit on September 20, 2013. She said that the tenant has paid all outstanding rent and utilities to the landlord. As such, the landlord withdrew the application for an Order of Possession and all monetary claims for unpaid rent and unpaid utilities. The landlord's applications for the following are withdrawn:

- an Order of Possession for unpaid rent and utilities pursuant to section 55;

- a monetary order for unpaid rent and utilities pursuant to section 67.

The only portions of the landlord's application which the landlord wished to pursue was the landlord's request for the recovery of the landlord's \$50.00 filing fee for this application to be deducted from the tenant's security deposit.

#### 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 began on January 9, 2012. Monthly rent as of February 1, 2013, was set at \$1,375.00, payable on the first of each month. The landlord continues to hold the tenant's \$650.00 security deposit and \$650.00 pet damage deposit both paid on December 19, 2011.

#### Analysis

Based on the undisputed evidence before me, I find that the landlord's application for dispute resolution appears to have been required. Under these circumstances, I allow the landlord's application to obtain the recovery of the landlord's \$50.00 filing fee from the tenant. I allow the landlord to retain \$50.00 from the tenant's security deposit.

#### Conclusion

I issue a monetary award of \$50.00 in the landlord's favour in order to allow the landlord to recover the filing fee from the tenant. To implement this monetary award, I order the landlord to retain \$50.00 from the tenant's security deposit which is now set at \$600.00. The tenant's pet damage deposit remains unchanged. The remainder of the landlord's application is withdrawn as noted above. The landlord remains at liberty to apply for damage that the landlord maintained became apparent after the landlord's application for dispute resolution and after this tenancy ended. The landlord remains at liberty to apply to retain the remaining portions of the tenant's security and pet damage deposits.

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: October 04, 2013

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Residential Tenancy Branch

