



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pemberton Holmes Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR MNSD FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both the landlord and the tenants participated in the conference call hearing.

During the hearing, the tenants stated that they did not dispute the landlord's claim for \$1750 in unpaid rent or \$137.72 for unpaid utilities. The only portion of the landlord's claim that the tenants disputed was whether the landlord is entitled to recover their filing fee.

### Issue(s) to be Decided

Is the landlord entitled to recovery of the filing fee, as claimed?

### Background and Evidence

The tenancy ended pursuant to a one month notice to end tenancy for repeated late payment of rent. The tenants did not pay their rent of \$1750 for the last month of the tenancy; nor did they pay an outstanding water bill of \$137.72.

The tenants submitted that it was not necessary for the landlord to file an application for dispute resolution, as the tenants offered the landlord a payment plan and the landlord refused flat out, without negotiating. The tenants also stated that during the tenancy they had a verbal agreement with the landlord's agent about paying their rent late.

The landlord stated that the reason they refused the tenants' offered payment plan was that the tenants never once paid their rent on time and there were numerous NSF cheques as a result.

### Analysis

I find that the landlord is entitled to recovery of the filing fee for the cost of their application. I find it was reasonable of the landlord to decline the tenants' payment plan when the landlord had had to deal with late payment and NSF cheques throughout the tenancy and the tenancy ended as a result of repeated late payment of rent.

The landlord is therefore entitled to \$1750 in unpaid rent for July 2013, \$137.72 for unpaid utilities and \$50 for recovery of the filing fee for the cost of the application.

### Conclusion

The landlord is entitled to \$1937.72. I order that the landlord retain the security deposit of \$897.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1035.22. This order may be filed in the Small Claims Court 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: December 13, 2013

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Residential Tenancy Branch

