



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC & FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served by mailing, by registered mail to where the tenants reside. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on June 11, 2011. The tenancy agreement provided that the tenant(s) would pay rent of \$1100 per month payable on the first day of each month. The tenants paid a security deposit of \$550 at the start of the tenancy.

The tenancy ended on July 15, 2013.

The tenants agreed the landlord could apply a portion of the security deposit to utilities. The landlord provided the tenants with a cheque in the sum of \$416.55. However, it was discovered that the oven was not working and the landlord put a stop payment on that cheque. The oven was damaged by the tenants in the process of cleaning.

The landlord incurred the sum of \$512.05 to repair the oven. The landlords demanded payment and advised the tenants on several occasions over a 3 week period that if they failed to make arrangements to pay they (the tenants) would be responsible to pay an additional \$50 for the cost of the filing fee.

The landlord filed a claim on October 1, 2013. The tenants provided the landlord with a cheque in the sum of \$120.30 (this sum when combined with the balance of the security deposit equals the amount outstanding) dated October 4, 2013 which was not received by the landlords until a week or two later.

The tenants testified they are retired and in ill health. They further testified they did the best they could in the circumstances and have a difficult time to come up with the money.

Analysis

After carefully considering the evidence I determined the landlords are entitled to recover the \$50 filing fee. The tenants by their conduct in agreeing the landlord could retain the security deposit and providing the landlord with a cheque in the sum of \$120.30 acknowledge they are responsible for the damage. The landlord advised the tenants on several occasions that if the tenants did not pay the amount outstanding the landlords would have no alternative to file an Application for Dispute Resolution which would result in an additional \$50 fee. The landlords were compelled to file this claim in order to enforce their legal rights. The tenants have not provided a defense in law to

the claim made by the landlords. As a result I determined the landlords have established a claim against the tenants in the sum of \$50.

In summary I order that the Tenants pay to the Landlords the sum of \$50 in satisfaction of this matter.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: January 06, 2014

Residential Tenancy Branch

