



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

Introduction:

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent and Utilities, a monetary Order for unpaid rent and utilities, a monetary Order for money owed or compensation for damage or loss; to retain all or part of the security deposit, and to recover the fee for filing an Application for Dispute Resolution. At the outset of the hearing the Agent for the Landlord withdrew all of the Landlord's claims, with the exception of the application to recover the filing fee.

The Agent for the Landlord stated that on December 20, 2013 the Application for Dispute Resolution and the Notice of Hearing were sent to the Tenant, via registered mail, at the rental unit. The Landlord submitted a Canada Post receipt that corroborates this statement. The Agent for the Landlord stated that the Tenant is still living at the rental unit. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

Issue(s) to be Decided:

Is the Landlord entitled to recover the fee for filing an Application for Dispute Resolution?

Background and Evidence:

The Agent for the Landlord stated that this tenancy began on October 01, 2012; that the Tenant agreed to pay monthly rent of \$800.00 by the first day of each month; and that the Tenant did not pay the rent for December of 2013 when it was due.

The Agent for the Landlord stated that the Tenant paid the rent that was due for December on December 20, 2013.

The Agent for the Landlord stated that a Ten Day Notice to End Tenancy for Unpaid Rent, which had a declared effective date of December 20, 2013, was personally served to the Tenant on December 10, 2013.

Analysis

Based on the undisputed evidence, I find that the Tenant did not pay rent when it was due on December 01, 2013. I therefore find that the Landlord had grounds to serve the Ten Day Notice to End Tenancy that was personally served to the Tenant on December 10, 2013.

As the Tenant did not pay the overdue rent within five days of receiving the Notice to End Tenancy and the Tenant did not vacate the rental unit on the effective date of the Notice, I find that it was reasonable for the Landlord to file an Application for Dispute Resolution.

Although the issues in dispute have since been resolved, I find that the Tenant must compensate the Landlord for the cost of filing this Application for Dispute Resolution, as his actions directly contributed to the Landlord's decision to file the Application.

Conclusion

The Landlord has established a monetary claim, in the amount of \$50.00, which is in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution, and I grant a monetary Order for that amount. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: February 05, 2014

Residential Tenancy Branch

