



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNR, 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 Cause pursuant to section 55; a monetary order for unpaid rent, damage or loss pursuant to section 67; 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 9:45 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord's representative ("the landlord") attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions.

The landlord testified that she served the tenant with the landlord's Application for Dispute Resolution package on March 23, 2015 by registered mail to the tenancy address. She provided receipt and tracking information from Canada Post with respect to this mailing. Pursuant to section 89 and 90 of the *Act*, I find the tenant deemed served with the landlord's Application for Dispute Resolution package on March 28, 2015, 5 days after its mailing.

At the outset of this hearing, the landlord testified that the tenant has vacated the rental unit and agreed to pay the rental arrears. The landlord withdrew the application for an Order of Possession and for a Monetary Order. The landlord sought to recover the application fee for this hearing.

Issue to be Decided: Is the landlord entitled to recover the filing fee from the tenant?

Background and Evidence

This tenancy began on June 3, 2014. The rental amount of \$1125.00 was payable on the first of each month. The landlord testified that the tenant rarely paid his rent on time.

The landlord also testified that she continues to hold a \$562.50 security deposit paid by the tenant at the start of the tenancy.

The landlord provided sworn and undisputed testimony that the tenant was often late paying rent and did not pay rent in February or March 2015. For this application, the landlord submitted several warning letters; two 10 Day Notices to End Tenancy for Unpaid Rent; as well as a 1 Month Notice to End Tenancy for Cause. The landlord testified that, on April 29, 2015, the tenant vacated the rental unit, arranging to pay rental arrears to the landlord.

Analysis

I find the landlord made efforts to provide the tenant with information with respect to his obligation to pay the rent full and on time pursuant to section 26 of the *Residential Tenancy Act*. The landlord provided the tenant with warning letters. After preparing a 1 Month Notice to End Tenancy and receiving no response from the tenant, the landlord filed for Dispute Resolution. Based on the good faith efforts made by the landlord to avoid the necessity of a Residential Tenancy Dispute Resolution Hearing and the steps they were required to take in ultimately applying for a hearing, I find that the landlord is entitled to recover their filing fee for this application from the tenant. I allow the landlord to retain a portion of the tenant's security deposit still held by the landlord to recover the \$50.00 filing fee.

Conclusion

I order the landlord deduct \$50.00 from the tenant's security deposit in order to recover the cost of the filing fee for this Application.

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: May 1, 2015

Residential Tenancy Branch

