



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. The Landlord states that they no longer require an order of possession or a monetary order and is seeking only recovery of the filing fee.

Issue(s) to be Decided

Is the Landlord entitled to the filing fee?

Background and Evidence

The tenancy began on February 1, 2013. Rent of \$1,450.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$725.00 as a security deposit from the Tenant. The Tenant failed to pay rent for June 2015 and on June 2, 2015 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the “Notice”) by posting the Notice on the door. The Tenant

then paid a portion of the rent owed, was given a receipt for “use and occupancy only” and at the time of the application continued to owe \$400.00 for June 2015. The Tenant paid all the rental monies owed and upon payment of July 2015 rent the tenancy was reinstated. The Landlord claims recovery of the \$50.00 filing fee.

Analysis

Section 72 of the Act provides that a filing fee for the application may be recovered by a party making the application. As the application had merit at the time it was made, I find that the Landlord is entitled to recovery of the \$50.00 filing fee and I order the Landlord to deduct this amount from the security deposit.

Conclusion

I order that the Landlord retain \$50.00 from the security **deposit** of \$725.00 in full satisfaction of the claim.

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: August 12, 2015

Residential Tenancy Branch

