



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR MNR MNSD MNDC FF

### Introduction

This hearing dealt with a landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "*Act*") to obtain an order of possession for unpaid rent, a monetary order for unpaid rent, authorization to keep all or part of the security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide his evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The landlord testified that the tenant was served with the Notice of Hearing, Application and documentary evidence by registered mail on July 27, 2015. The registered mail tracking number was provided in evidence and according to the Canada Post registered mail tracking website, the tenant signed for and successfully received the registered mail package on July 29, 2015. Based on the above, I find that the tenant was served in accordance with the *Act* on July 29, 2015.

### Preliminary and Procedural Matter

The landlord stated that he was no longer seeking an order of possession or unpaid rent as the tenant paid rent for July, albeit late and not within the 5 days after being served with the 10 Day Notice dated July 9, 2015. The landlord stated that while he agrees to continue the tenancy, he does want to recover the cost of the filing fee. As a result, the hearing continued to determine if the 10 Day Notice was valid and if the landlord is entitled to recover the cost of the filing fee.

### Issues to be Decided

- Is the landlord entitled to recover the cost of the filing fee under section 72 of the *Act*?

### Background and Evidence

The landlord testified that a month to month tenancy agreement began on June 1, 2014. Rent in the amount of \$850 is due on the first day of each month. The tenant paid \$425 as a security deposit at the start of the tenancy.

The landlord testified that he served a 10 Day Notice for Unpaid Rent or Utilities (the “10 Day Notice”) dated July 9, 2015 on July 9, 2015 by personal service with a witness at the rental unit at 9:30 a.m. and that the tenant accepted the 10 Day Notice. The 10 Day Notice indicates that the tenant failed to pay \$850 due on July 1, 2015. The effective vacancy date was July 19, 2015. The landlord stated that the tenant paid the \$850 in the middle of July but after the 5 days provided for under section 46 of the *Act*, however, the landlord stated that as rent has been fully paid up, he no longer wants to end the tenancy, and will be satisfied with just the recovery of the \$50 filing fee.

### Analysis

Based on the documentary evidence and the undisputed oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

I find the 10 Day Notice dated July 9, 2015 is valid, and have considered that the landlord no longer wants to end the tenancy and is no longer seeking an order of possession as a result. I have also considered the landlord’s request for the filing fee only. As the 10 Day Notice was valid, I find the landlord is entitled to the recovery of the filing fee of **\$50** and that the tenancy will continue until ended in accordance with the *Act*.

**Monetary Order** – I find that the landlord has established a total monetary claim in the amount of **\$50** comprised of the recovery of the cost of the filing fee. The landlord stated that he did not want the \$50 to be deducted from the tenant’s security deposit, and would prefer a monetary order instead. Therefore, I grant the landlord a monetary order pursuant to section 67 of the *Act* in the amount of **\$50**.

Conclusion

The landlord is granted the recovery of the filing fee by way of a monetary order in the amount of \$50.

The tenancy shall continue until ended in accordance with the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: September 4, 2015

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Residential Tenancy Branch

