



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNDC, 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 / loss of revenue - Section 67;
3. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (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.

At the outset of the hearing the landlord advised the tenant had recently paid all rent arrears in full and they were allowing the tenancy to continue. The landlord solely sought to recover their filing fee.

### **Issue(s) to be Decided**

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began in 2003. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$320.00 and \$100 as a pet damage deposit. The tenant failed to pay rent in the month of December 2015 and on December 26, 2015 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of January and the landlord then filed for dispute resolution January 26, 2016 seeking all arrears and to end

the tenancy. Prior to the hearing the landlord received all arrears and rent to the end of March 2016 and on this basis the landlord informed the tenant the tenancy would continue, fully re-instating the tenancy.

### **Analysis**

Based on the landlord's evidence I find that the tenant was served with a Notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant did not apply to dispute the Notice; however the parties ultimately resolved their dispute to the benefit of both parties with the tenancy continuing. On balance of probabilities, I find the parties would not have resolved their dispute to each of their benefit had the landlord not filed for dispute resolution. As a result, I grant the landlord their filing fee of \$100.00.

### **Conclusion**

**I Order** that the landlord may retain \$100.00 of the tenant's security deposit in full satisfaction of their claim, leaving the tenant's security deposit in trust with the landlord as \$220.00 plus any accrued interest permitted by Regulation.

**This Decision is final and binding on both parties.**

*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: March 09, 2016

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Residential Tenancy Branch