



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF MND MNDC MNR MNSD O

Introduction

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

The application from the corporate landlord requested:

- a Monetary Order pursuant to section 67 of the *Act* for unpaid rent and for money owed for damage or loss, as well as for damage to the unit and compensation for loss or other money owed;
- authorization to retain the security deposit pursuant to section 72 of the *Act*; authorization to recover the filing fee for this application from the tenant pursuant to section 72 of the *Act*; and
- Other unspecified relief.

Only the landlord attended the hearing. The landlord was represented at the hearing by agent, C.L. (the “landlord”). The landlord was given a full opportunity to call witnesses, present testimony and to make submissions.

The landlord explained that individual copies of the landlord’s application for dispute resolution and evidentiary packages were sent by way of Canada Post Registered Mail to the tenants on November 23, 2016. Copies of the receipts and tracking numbers were provided to the hearing. Pursuant to sections 89 and 90 of the *Act* the tenants are deemed to have been served with these documents on November 28, 2016.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order?

Can the landlord retain the security deposit?

Is the landlord entitled to a return of the filing fee?

Background and Evidence

Undisputed testimony was provided to the hearing by the landlord that this tenancy began on November 1, 2015 and ended on October 31, 2016. The landlord provided a copy of the residential tenancy agreement to the hearing as part of her evidentiary package. The landlord explained that rent was \$1,150.00 per month and a security deposit of \$575.00 continues to be held by the landlord.

The landlord's application for a Monetary Order sought:

Item	Amount
Strata Fines	\$377.40
Cleaning Fees	147.60
Banking Fees	50.00
Total =	\$575.00

Following opening remarks the landlord explained that the tenants had agreed via email to allow the landlord to retain their security deposit in satisfaction for money owed. A copy of this email was produced for the hearing. The landlord explained that she was no longer seeking the Monetary Order detailed above and simply wished to collect the \$100.00 filing fee from the tenant.

Analysis

Section 72 of the *Act* allows an Arbitrator to order payment or repayment of a fee related to starting a proceeding by one party to a dispute resolution proceeding to another party, or to the director.

Evidence in the form of an email sent from the landlord to the tenants demonstrates that the tenants only agreed to repay monies owing to the landlord after the landlord had filed for dispute resolution and paid the \$100.00 fee required to start a proceeding.

Section 7(1) of the *Act* establishes that tenants who do not comply with the *Act*, the regulations or the tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. The tenants' actions have caused the landlord to incur a loss. The landlord is therefore entitled to a return of the \$100.00 filing fee and a Monetary Order will be granted to them in their name, reflecting this amount.

Conclusion

I am making a Monetary Order of \$100.00 in favour of the landlord. The landlord is provided with formal Orders in the above terms. Should the tenant(s) fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

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 31, 2017

Residential Tenancy Branch