



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SINGLA BROS. HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR MNSD FF

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (the "Application") under the *Residential Tenancy Act* (the "Act") for an order of possession for unpaid rent or utilities, for a monetary order for unpaid rent or utilities, to retain all or a part of the tenants' security deposit and to recover the cost of the filing fee.

An agent for the landlord (the "agent") attended the teleconference hearing and gave affirmed testimony. During the hearing the agent was given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenants 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 agent testified that the Notice of Hearing, Application and documentary evidence were served on the tenants by registered mail with one package addressed to each of the tenants on March 23, 2017 and that neither of the packages were returned to the landlord. Based on the undisputed testimony of the agent and the agent's affirmation that the tenants agreed to surrendering all of their deposits towards the landlord's monetary claim I am satisfied that the tenants were sufficiently served for the purposes of the *Act*.

Preliminary and Procedural Matters

The agent confirmed that the tenants vacated the rental unit on March 7, 2017 after being served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated March 2, 2017 (the "10 Day Notice"). As a result, the landlord is no longer seeking an

order of possession as the tenants returned possession of the rental unit to the landlord by vacating the rental unit on March 7, 2017. Given the above, I will not consider the landlord's request for an order of possession further.

In addition to the above, the agent also confirmed that the tenants agreed to surrender their full security deposit, key deposit and garage remote deposit to the landlord to satisfy the landlord's monetary claim against the tenants; with the exception of the cost of the filing fee. As a result, the hearing continued with consideration of the recovery of the cost of the filing fee only.

Issue to be Decided

- Is the landlord entitled to a monetary order under the *Act* for the recovery of the cost of the filing fee?

Background and Evidence

A copy of the tenancy agreement and 10 Day Notice was submitted in evidence. The agent testified that the tenants did not dispute the 10 Day Notice or pay the amount owing of \$1,390.00 owed as of March 1, 2017 within 5 days of being served with the 10 Day Notice. The agent affirmed that the 10 Day Notice was posted to the tenants' door on March 2, 2017 which pursuant to section 90 of the *Act* would deem the 10 Day Notice served three days later on March 5, 2017. Instead, the tenants vacated the rental unit on March 7, 2017 and months later agreed to surrender their deposits prior to the hearing.

Analysis

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

As the tenants were served with the Notice of Hearing, Application and documentary evidence and did not attend the hearing, I consider this matter to be unopposed by the tenants.

Section 26 of the *Act* requires that rent be paid on the date that it is due which in the matter before me was on the first day of each month. Based on the above, I find the tenants breached section 26 of the *Act* by failing to pay March 2017 rent on March 1, 2017 or within 5 days after being deemed served with the 10 Day Notice dated March 2, 2017.

Therefore, I find that the landlord's application had merit and that pursuant to sections 67 and 72 of the *Act* the landlord is entitled to the return of the \$100.00 filing fee. As a result, I award the landlord **\$100.00** for the recovery of the cost of the filing fee.

Conclusion

The landlord's application has merit.

The landlord has been granted a monetary order pursuant to section 67 of the *Act*, in the amount of \$100.00 for the full recovery of the cost of the filing fee. Should the tenants fail to immediately pay the tenant \$100.00, the landlord must serve the tenants with the monetary order before enforcing the monetary order in the Provincial Court (Small Claims Division).

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 6, 2017

Residential Tenancy Branch