



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCL-S FFL

### Preliminary Issue – Rescheduling of this Hearing

I note that this hearing was originally scheduled for December 13, 2018 at 1:30 p.m. On the morning of December 13, 2018, the Residential Tenancy Branch decided to reschedule this hearing to December 20, 2018 at 1:30 p.m. and made efforts to contact parties to inform them of the rescheduled date and time. Therefore, the service of documents, referenced in the “Introduction” section of this Decision, pertains to the original Notice of Dispute Resolution Proceeding package documents provided to the applicant for the December 13, 2018 hearing and were required to be served on the respondent by the applicant, whereas it is the Residential Tenancy Branch’s responsibility for providing notice of a rescheduled hearing to a respondent.

### Introduction

This hearing dealt with the landlord’s application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for damage or compensation pursuant to section 67 of the *Act*;
- authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 67 of the *Act*;
- and
- recovery of the filing fee from the tenant pursuant to section 72 of the *Act*.

The landlord’s agent Y.S. attended the hearing on behalf of the landlord and is herein referred to as “the landlord”. As the tenant did not attend the hearing, I asked the landlord to confirm that the tenant was served with the landlord’s notice of dispute. The landlord testified that the tenant was served with the landlord’s evidence and the Notice of Dispute Resolution by Canada Post registered mail on August 20, 2018 and

submitted the registered mail tracking number into evidence as proof of service. With the agreement of the landlord, I accessed the Canada Post website to confirm that the package was delivered. As such, I find that the tenant was served with the landlord's evidence and the landlord's application for dispute in accordance with section 88 and 89 of the *Act*.

#### Issue(s) to be Decided

Is the landlord entitled to a monetary award for compensation for damages or loss?

Is the landlord entitled to retain the security deposit in partial satisfaction of the monetary claim?

Is the landlord entitled to recover the filing fee for this application from the tenant?

#### Background and Evidence

The landlord claimed that the tenant incurred a strata bylaw fine of \$200.00 that remained unpaid by the tenant at the end of the tenancy. As a result, the strata fined the landlord for this unpaid amount.

The landlord was seeking to recover the costs of the \$200.00 strata fine and the \$100.00 dispute resolution filing fee from the tenant.

The landlord testified that on December 10, 2018, the tenant attended at the landlord's place of business and made payment of \$200.00 to the landlord in satisfaction of the landlord's claim. The landlord acknowledged that a receptionist dealt with the matter with the tenant and did not address the issue of the \$100.00 filing fee with the tenant. Therefore, the landlord still wished to proceed with seeking the recovery of the filing fee.

#### Analysis

The landlord confirmed that the tenant has paid the full amount of \$200.00 that was outstanding as a result of an unpaid strata bylaw fine. The landlord acknowledged that the issue of the \$100.00 filing fee was not addressed with the tenant at the time he paid the fine. I find it is reasonable that the tenant believed that he had settled the landlord's dispute in full satisfaction with the payment of the \$200.00, and therefore he did not attend the hearing as he understood the dispute was settled. I note that the landlord's Application for Dispute Resolution and the Monetary Order Worksheet submitted by the landlord both specify the total amount of compensation requested as \$200.00.

I find that given the parties voluntarily settled their dispute prior to the hearing, and therefore the landlord did not obtain a monetary award through an arbitrated order, the landlord is not entitled to recover the \$100.00 filing fee from the tenant.

Therefore, I find that the landlord must bear the cost of the filing fee for their application.

Conclusion

The landlord confirmed that the tenant paid the \$200.00 sought by the landlord as compensation for the unpaid strata bylaw fine. As such I order the landlord's Application for Dispute Resolution dismissed in its entirety.

The landlord must bear the cost of the filing fee for their application.

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: December 20, 2018

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Residential Tenancy Branch