



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Landlord under the *Residential Tenancy Act* (the “Act”), seeking:

- Unpaid rent; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Landlord, who provided affirmed testimony. Neither the Tenant nor an agent acting on their behalf attended. The Landlord was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”) state that the respondent must be served with a copy of the Application and Notice of Hearing. As neither the Tenant nor an agent for the Tenant attended the hearing, I confirmed service of these documents as explained below.

The Landlord testified that the Application and the Notice of Hearing, as well as their documentary evidence, were sent to the Tenant by email at 6:15 P.M. on April 15, 2020. The Landlord also stated that they had previously corresponded with the Tenant about the tenancy at the email address used to serve these documents. Further to this, I note that the Tenant submitted documentary evidence to the Residential Tenancy Branch (the “Branch”) in relation to this matter, and therefore I am satisfied that the Tenant was aware of the hearing and the claims against them. Based on the above and pursuant to section 71 (2) (b) and 71 (2) (c), of the *Act*, and the Director’s Order regarding substituted service effective between March 30, 2020 – June 23, 2020, I therefore find

that the Tenant was deemed served with the Application, Notice of Hearing, and the Landlord's documentary evidence on April 18, 2020, if not earlier received.

I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Rules of Procedure; however, I refer only to the relevant facts, evidence, and issues in this decision.

At the request of the Landlord, copies of the decision and any orders issued in their favor will be emailed to them at the email address provided in the Application.

At the outset of the hearing the Landlord stated that since filing the Application, the Tenant has paid the \$2,255.00 in outstanding rent owed. As a result, the Landlord stated that they are only seeking recovery of the \$100.00 filing fee.

I am satisfied based on the uncontested and affirmed testimony of the Landlord that at the time the Application was filed, the Tenant owed \$2,255.00 in outstanding rent. As a result, I find that the Landlord had a legitimate claim when filing the Application and I therefore award the Landlord recovery of the \$100.00 filing fee pursuant to section 72 (1) of the *Act*, regardless of the fact that the Tenant paid the rent owed after the Application was filed. As per the Landlord's request and pursuant to section 72 (2) (b), the Landlord is entitled to retain \$100.00 from the security deposit for the rental unit in recovery of the filing fee.

Conclusion

Pursuant to section 72 of the *Act*, the Landlord is entitled to recovery of the \$100.00 filing fee, and to therefore retain \$100.00 from the security deposit for the rental unit in repayment of this amount.

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: August 18, 2020

Residential Tenancy Branch