



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes O, FF, MNDC

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. A Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement - Section 67;
2. An Order to recover the filing fee for this application - Section 72.

Issue(s) to be Decided

Is the Landlord eligible to be compensated for the monetary amounts claimed?

Background and Evidence

The Landlord’s application originally asked for an Order of Possession and an order compelling the Tenant to provide reasonable and lawful access to a realtor for showing the unit to prospective purchasers. At the onset of the original hearing date, the Landlord requested an adjournment and that was granted. Following the adjournment evidence was filed by both parties indicating that the original dispute was resolved and the Landlord confirmed at the Hearing that the only matter remaining was the issue of costs to the Landlord as a result of a late payment by the Tenant for April 2011 rent.

The Landlord states that as a result of this late payment, she incurred overdraft costs at her bank. The Landlord states that she did not have any evidence available in time for the Hearing on those costs as the bank had a difficult time sorting out the problem with the Tenant’s cheque. In the materials, the Landlord indicates that the overdraft charges amount to \$10.00. The Landlord also claimed amounts for faxing her evidence, for late

payment of rent and for recovery of the filing fee. The tenancy agreement does not contain any provision for the charge to the Tenant of an administrative fee for late payment of rent.

Analysis

Section 7 of the Residential Tenancy Regulation provides that a landlord may charge a service fee charged by a financial institution to the landlord for the return of a tenant's cheque. Although the Landlord states that she incurred of a bank overdraft charge in relation to the Tenant's cheque for April rent, she did not provide any evidence from the bank in relation to the charge amount or reason. Accordingly, I dismiss this part of the Landlord's application.

As the lease agreement does not include any provision for the Landlord to collect a late payment charge for late payment of rent, I dismiss this part of the application claim. Costs to fax evidence by one party is not a cost that can be attributed to the opposing party through application of the Act. I therefore dismiss this part of the application. As the landlord's claims have been dismissed, the Landlord is not eligible for recovery of the filing fee and I dismiss that part of the application.

Conclusion

The Landlord's application is dismissed.

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: April 15, 2011.

Residential Tenancy Branch