Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   OPR MNR MNSD FF

Preliminary Issues

The Landlord's Agent advised that the name displayed as the applicant Landlord is an Employee of the Corporate Landlord. She requested that the Corporate Landlord's name be added to the style of cause as an applicant.

Based on the submissions of the Landlord's Agent, as noted above, I amend the application to include the Corporate Landlord's name as applicant and to withdraw all claims except for the claim to recover the cost of the filing fee; pursuant to section *64 (3)(c)* of the Act that stipulates the director may amend an application for dispute resolution or permit an application for dispute resolution to be amended.

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain a Monetary Order to recover the cost of the filing fee.

Service of the hearing documents, by the Landlord to the Tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on April 25, 2012. Mail receipt numbers were provided in the Landlord's evidence. Based on the submissions of the Landlord I find the Tenant to be sufficiently served notice of this proceeding.

The Landlord's Agent (Landlord) appeared at the teleconference hearing and gave testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Has the Tenant breached the *Residential Tenancy Act*, regulation or tenancy agreement?

2. If so, has the Landlord met the burden of proof to obtain an Order of Possession and a Monetary Order as a result of that breach, pursuant to sections 55 and 67 of the *Residential Tenancy Act*?

Background and Evidence

The Landlord advised the Tenant had entered into a fixed term tenancy agreement with the previous owners that was effective July 1, 2006 and switched to a month to month tenancy after one year. Rent is payable in advance on the first of each month in the amount of $1,104.26 and on or before July 1, 2006 the Tenant paid $460.00 as the security deposit.

The Landlord stated that on April 20, 2012, after a 10 Day Notice to End Tenancy was posted to the Tenant's door on April 2, 2012, the Tenant paid the outstanding rent and the Landlord agreed to reinstate the tenancy. The Landlord had already incurred the loss of $50.00 in filing their application due to the Tenant's failure to pay his rent on time so they are seeking a Monetary Order to recover the filing fee.

Analysis

I find that in order to justify payment of damages or losses under section 67 of the *Act*, the Applicant Landlord would be required to prove that the other party did not comply with the *Act* and that this non-compliance resulted in costs or losses to the Applicant pursuant to section 7.

Given the evidence before me, in the absence of any evidence from the Tenant who did not appear despite being properly served with notice of this proceeding, I accept the version of events as discussed by the Landlord and corroborated by their documentary evidence which included, among other things, a copy of the 10 Day Notice issued April 2, 2012.

After careful consideration of the aforementioned, I hereby find the Landlord has met the burden of proof that the Tenant breached section 26 of the Act by failing to pay rent in accordance with the tenancy agreement. It was the Tenant's breach that caused the Landlord to have to file their application for dispute resolution at the cost of $50.00; therefore I award recovery of the filing fee.

Conclusion

The Landlord's decision will be accompanied by a Monetary Order in the amount of **$50.00.** This Order is legally binding and must be served upon the Tenant.

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 11, 2012.

Residential Tenancy Branch