



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      CNR, O

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution to cancel a notice to end tenancy.

### Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a Notice to End Tenancy for Unpaid Rent, pursuant to Sections 46, 67 and 72 of the *Residential Tenancy Act (Act)*.

### Preliminary Issue

The tenant clarified at the outset of this hearing that she had accepted the Notice to End Tenancy and had moved out of the dispute address on December 24, 2009, but that she still disputed the amount owing.

### Background and Evidence

The landlord provided the following documents into evidence:

- A copy of a tenancy agreement signed by the parties on November 25, 2008 for a fixed term tenancy beginning on December 1, 2008 that converted to a month to month tenancy on June 1, 2009 for monthly rent due on the 1<sup>st</sup> of the month. The rent amount in the tenancy agreement included \$1,140.00 for basic living space; \$55.00 for parking and \$10.00 for a monthly "gas surcharge" for heat. The tenancy agreement also allowed for a fee of \$25.00 for any cheques received that were returned without sufficient funds and a fee of \$25.00 for late payment charges;
- A copy of the tenant's account ledger;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on November 9, 2009 with an effective vacancy date of November 22, 2009 for unpaid rent in the amount of \$245.00;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on December 2, 2009 with an effective vacancy date of December 15, 2009 for unpaid rent in the amount of \$1,275.00;

During the hearing the landlord confirmed that the parking had been reduced to \$25.00 per month when the tenant's roommate moved out but that she owed \$25.00 per month for locker space starting at the same time. The landlord agreed in the hearing that she would reduce this amount by \$20.00.

The tenant testified that she did not have a copy of the tenancy agreement when her roommate moved out as he had the only copy and she was unaware of the additional charges or why she had to pay them. During the hearing we went through the items listed such as the parking charge, the gas surcharge and the late payment fees as all being a part of the tenancy agreement.

At the end of the hearing the tenant testified that she now understood the additional charges and agreed that she owed the funds.

### Analysis

As per the agreement by the tenant and the landlord the tenant is responsible for the following amounts:

Description	Amount
December 2009 Rent	\$1,140.00
December 2009 Parking	\$25.00
Locker space	\$5.00
Gas Surcharge	\$10.00
Late fees for December 2009	\$25.00
Outstanding balance	\$50.00
Less Security Deposit (in partial satisfaction of claim)	(\$570.00)
<b>Total Owing</b>	<b>\$685.00</b>

### Conclusion

As the parties were in agreement as to the amount owing, pursuant to Section 67, I grant a monetary order in the amount of \$685.00. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: January 04, 2010.

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Dispute Resolution Officer