



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **FINAL DECISION**

Dispute Codes      MNR MNDC OLC RP LRE RR FF O OPR

### Introduction

This hearing was originally convened on May 18, 2011 on an application by the tenant. The tenant applied for monetary compensation and a reduction in rent, as well as orders for repairs, an order that the landlord comply with the Act, and an order suspending or setting conditions on the landlord's right to enter the rental unit. On that date, the tenant, the owner and an agent for the landlord participated in the teleconference hearing. I adjourned the hearing at that time to allow time for the landlord to receive the tenant's evidence, as well as for the landlord to file their own application.

The hearing reconvened on July 13, 2011, and the landlord's application was joined to be heard with the tenant's application. Again, the tenant, the landlord and an agent for the landlord participated in the hearing. The landlord applied for an order of possession pursuant to a notice to end tenancy for unpaid rent, as well as for a monetary order for unpaid rent and an order to retain the security deposit in partial compensation of the claim. On that date, I determined that the issue of the order of possession took precedence, and proceeded to hear evidence from the parties regarding the notice to end tenancy for unpaid rent.

In my interim decision dated July 14, 2011, I found that the notice to end tenancy was valid, and I granted the landlord an order of possession. As the tenancy was ending, I found it was not necessary to consider the portions of the tenant's application regarding orders for repairs, an order for the landlord to comply with the Act, or an order setting limits on the landlord's right to enter the rental unit. I accordingly dismissed those portions of the tenant's application. I adjourned the remainder of the tenant's application and the remainder of the landlord's application to be joined and heard with the tenant's second application on October 11, 2011.

On October 11, 2011, the hearing convened again. On that date, the tenant did not appear in the teleconference hearing. I therefore dismissed both of the tenant's applications, and proceeded to hear from the landlord regarding the monetary portion of their application.

In the hearing the landlord stated that the tenant's cheque for the security deposit bounced, and the tenant did not ever pay the security deposit. I therefore did not consider the portion of the landlord's application regarding an order to retain the security deposit in partial compensation of their monetary claim.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on September 28, 2010. Rent in the amount of \$1800 was payable in advance on the first day of each month. The tenancy agreement names the owner and the property management company PPMI as the landlords. The tenancy agreement contains a clause allowing for fees of \$25 each for late payment of rent and NSF cheques. The tenant failed to pay part or all of her rent for several months during the tenancy. Several times during the tenancy the agent for PPMI performed administrative tasks related to the tenancy, including preparing for dispute resolution. The tenancy ended in July 2011.

The landlord has claimed the following monetary compensation:

1. \$12,250 for unpaid rent, lost revenue, late fees and NSF fees incurred from November 2010 through July 2011;
2. \$625 for administrative expenses related to the dispute resolution process which were incurred by the owner; and
3. \$655 for administrative expenses related to the dispute resolution process which were incurred by the property management company.

### Analysis

I accept the landlord's undisputed evidence regarding the unpaid rent, lost revenue and NSF fees, and I grant the landlord the amount claimed of \$12,250.

The landlord is not entitled to the expenses incurred by the owner and the property management company related to the dispute resolution process. Both the owner and the property management company are named as landlord on the tenancy agreement. PPMI's agent acted as the landlord when he carried out administrative tasks related to the tenancy, and his fees or charges are not recoverable against the tenant. The only cost related to the dispute resolution process which is potentially recoverable is the filing

fee for the cost of the application. I therefore dismiss the portions of the landlord's application regarding administrative expenses incurred by the owner and the property management company which were related to the dispute resolution process.

As the landlord's claim was mostly successful, they are entitled to recovery of the \$100 filing fee for the cost of their application.

### Conclusion

Both applications of the tenant are dismissed.

The landlord is entitled to a total of \$12,350. The remainder of the landlord's claim is dismissed.

I grant the landlord an order under section 67 for the balance due of \$12,350. This order may be filed in the Small Claims Court 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: October 13, 2011.

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Residential Tenancy Branch