



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## Decision

### Dispute Codes:

MNR, MNDC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord seeking a monetary order for rent owed and an Order of Possession based on a Ten Day Notice to End Tenancy for Unpaid Rent. The landlord was also claiming reimbursement for an outstanding repair invoice, late fees and a strata parking fine.

Despite being served by registered mail sent on March 6, 2013, the respondent tenant did not appear and the hearing was held in the absence of the tenant.

At the outset of the hearing the landlord advised that the tenant vacated the rental unit on March 11, 2013. Therefore the request for an Order of Possession is moot and need not be determined.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for rental arrears owed and compensation for other costs incurred?

### Background and Evidence

The tenancy began on January 28, 2010 and rent was \$870.00 per month. A security deposit of \$425.00 was paid.

Evidence included: a copy of the tenancy agreement, a copy of the 10-Day Notice to End Tenancy for Unpaid Rent, a copy of the tenant's ledger, copies of communications, and proof of service.

The landlord testified that the tenant fell into arrears by failing to pay \$870.00 rent for each month of December 2012, January 2013, February 2013 and March 2013 for total arrears of \$3,480.00. The landlord testified that the tenant also owes 3 late fees of

\$25.00 each and 3 NSF cheque fees of \$25.00 each, pursuant to a term in the tenancy agreement, amounting to total fees of \$150.00.

In addition to the above, the landlord testified that the tenant had incurred repair costs for property damage caused by the tenant during the tenancy that were never paid in the amount of \$327.60. Copies of the correspondence sent to the tenant during the tenancy confirmed the charges.

The landlord is also claiming an unpaid parking fine of \$50.00 levied by the strata council against the tenant, for using the visitor parking spot during the tenancy.

The total claim is for \$4,007.60

### **Analysis**

I find that section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement. I find that the tenant failed to pay the rent from December 1, 2012 to March 2013 and has accrued a debt of \$3,480.00 plus \$150.00 in late fees, to which the landlord is rightfully entitled.

With respect to the damage claim, I find that section 37(2) of the Act states that, when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged, except for reasonable wear and tear. In this instance, I find that the tenant complied with section 37 of the Act, but still owed the landlord an outstanding amount of \$327.60 for repairs that were made on the tenant's behalf earlier during their tenancy. I find that the landlord is entitled to this amount, as well as the \$50.00 parking fine that had been issued by the strata council.

Given the above, I find that the landlord has established a total monetary claim of \$4,057.60 comprised of rental arrears, late fees, NSF fees, repair costs, a parking fine and the \$50.00 paid for this application.

I order that the landlord retain the tenant's security deposit of \$425.00 in partial satisfaction of the claim, leaving a balance of \$3,632.60 still owed to the landlord.

I hereby grant the Landlord a monetary order under section 67 for \$3,632.60. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court

**Conclusion**

The landlord is successful in the application and is granted a monetary order for rental arrears and other costs.

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: March 21, 2013

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Residential Tenancy Branch