



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Wall Financial Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** OPR; MNR; MNDC, FF

### **Introduction**

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent and loss of revenue; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent ("CR") gave affirmed testimony at the Hearing.

CR testified that the Notice of Hearing documents were had delivered to the Tenant at the rental unit on May 23, 2013.

Based on the CR's affirmed testimony, I am satisfied that the Tenant was duly served with the Notice of Hearing documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

### **Preliminary Matter**

At the outset of the Hearing, CR stated that the Tenant had moved out of the rental unit on June 12, 2013, and that the Landlord has taken back possession of the rental unit. Therefore, CR withdrew the Landlord's request for an Order of Possession.

### **Issues to be Decided**

- Is the Landlord entitled to a monetary award for unpaid rent, late fees and parking fees?

### **Background and Evidence**

CR gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This tenancy began on May 1, 2012. Monthly rent was \$850.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$425.00 on April 22, 2011.

CR asked to apply the security deposit towards any monetary award the Landlord is provided.

CR testified that the Tenant did not pay rent when it was due on May 1, 2013. On May 2, 2013, the Landlord issued a Notice to End Tenancy for Unpaid Rent, a copy of which was provided in evidence. CR testified that the Notice was posted to the Tenant's door on May 2, 2013. A copy of the Proof of Service document was provided in evidence, which is signed by a witness.

CR testified that no payments were made towards May rent. The Landlord seeks unpaid rent for May and loss of revenue for June, 2013, for a total of **\$1,700.00**. In addition, the Landlord seeks compensation for late rent in the amount of \$20.00 for May and \$20.00 for June, according to the provisions of the tenancy agreement, for a total of **\$40.00**.

CR stated that the Tenant used to have two parking spots at the rental property. One was undercover and parking fees were \$20.00 per month; the other parking spot was \$10.00 per month. CR stated that the Tenant gave up the undercover parking spot in April, 2012, and did not pay parking fees for May or June, 2012. The Landlord seeks an award for May's parking only, in the amount of **\$10.00**.

### **Analysis**

I accept that the Landlord's agent served the Tenant with the Notice to End Tenancy by posting the Notice on the Tenant's door on May 2, 2013. Pursuant to the provisions of Section 90 of the Act, service in this manner is deemed to be effected three days after posting the documents. The Tenant did not pay all of the arrears, or file for dispute resolution, within 5 days of receiving the documents. Therefore, pursuant to Section 46(5) of the Act, the Tenant is conclusively presumed to have accepted that the tenancy ended on May 15, 2013. The Tenant did not move out of the rental unit until June 12, 2013, and I find that it is entitled to unpaid rent and loss of revenue in the total amount of **\$1,700.00**.

There is a clause in the rental unit that allows for late fees in the amount of **\$20.00**. I find that the Landlord is entitled to fees for late payment of rent for the month of May. The tenancy ended in May, 2013, and therefore I decline to award late fees for June, as the award for June is for loss of revenue, not rent.

The Landlord provided a tenant ledger which demonstrates that the Tenant was paying parking fees to the Landlord. I find that the Landlord has established a claim for unpaid parking in the amount of **\$10.00**.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of its monetary claim. No interest has accrued on the security deposit.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

The Landlord has established a monetary claim as follows:

Unpaid rent for May, 2013	\$850.00
Loss of revenue for June, 2013	\$850.00
Late fees for May, 2013	\$20.00
Parking fees for May, 2013	\$10.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,780.00
Less security deposit	<u>- \$425.00</u>
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$1,355.00</b>

### **Conclusion**

I hereby provide the Landlord with a Monetary Order in the amount of **\$1,355.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (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: June 24, 2013

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Residential Tenancy Branch

