



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution, filed by the Landlord claiming for unpaid rent, for unpaid parking fees, and to recover the filing fee for the Application.

Only the Agent for the Landlord appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Agent for the Landlord testified that the Tenant was served with the Notice of Hearing and Application by registered mail, sent on July 12, 2013. Under the Act registered mail is deemed served five days after mailing. Although the Tenant did not appear at the hearing, I find the Tenant has been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to rent and parking fees for July 2013?

Background and Evidence

The Landlord was granted an order of possession following a hearing regarding an early end to the tenancy. The Tenant did not leave as required under the order of possession and stayed in the rental unit until July 9, 2013.

The Landlord is seeking pro-rated rent for nine days in July 2013, and nine days pro-rated parking fees for two stalls used by the Tenant. The monthly rent was \$1,318.26 and the parking was \$60.00 per month.

Based on a yearly calculation of daily rent, the Landlord has calculated the daily rent for nine days in July as \$360.06, and nine days for two parking stalls as \$35.50.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find as follows.

I accept the undisputed testimony of the Agent for the Landlord that the Tenant was in the rental unit until July 9, 2013 and did not pay for parking or any of the rent for July.

I allow the Landlord \$390.00 for nine days of rent in July and \$35.50 for nine days of parking for two stalls. I also allow the Landlord \$50.00 for the filing fee for the Application.

Conclusion

I find the Landlord has established a total monetary claim of **\$475.56**, comprised of the above described amounts. The Landlord is granted a monetary order enforceable in the Provincial Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: October 15, 2013

Residential Tenancy Branch

