



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord requesting a monetary order for repayment of strata fines incurred by the Tenants at the rental unit, 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 testified that she served both Tenants with the Notice of Hearing, the Application and the evidence, and these were sent by registered mail on August 30, 2013. The Agent testified that the Tenants had each signed for the delivery of this mail on September 3, 2013. In evidence the Agent has provided copies of the registered mail receipts and the tracking information from Canada Post, showing the Tenants signatures for receipt of the mail. Based on the evidence before me, I am satisfied that the Tenants have 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.

Preliminary Issue

The Application indicates the Landlord is requesting a monetary order for unpaid rent; however, the particulars of the Application – set out in the details of the dispute – are clear that the Landlord is claiming for strata fines payable by the Tenants. Therefore, pursuant to section 64 of the Act I allow the Application to be amended to include a claim for money owed or compensation under the Act or tenancy agreement. As the monetary amount claimed has not changed, I find this amendment is not prejudicial to the Tenants.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

Background and Evidence

This tenancy began on February 15, 2013, with the parties entering into a written tenancy agreement. The rental unit is located in a strata property.

In evidence the Landlord has supplied copies of the tenancy agreement, a Strata Property Act Form K signed by the Tenants on February 14, 2013 indicating they received the Strata Bylaws, a copy of the bylaws for the Strata, a notice of bylaw contravention sent from the Strata to the Tenants, a letter from the Agents for the Landlord sent to the Tenants informing them of the contravention and the fines totalling \$400.00, and explaining how they may dispute the notice of bylaw contravention and dispute the fines.

The Tenants did not dispute the fines and the fines became payable. The Landlord now claims against the Tenants to recover these fines.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find the Tenants breached the tenancy agreement by failing to pay the Landlord for these fines totalling \$400.00.

The tenancy agreement and other documents supplied to the Tenants at the outset of the tenancy are clear in explaining that the Tenants are responsible to ensure they and their guests abide by the strata bylaws, and if they do not abide, they may be subject to fines. These documents are also clear that if the Tenants breach the bylaws and are fined, they are responsible to pay these amounts.

Pursuant to section 67 of the Act, and for the above reasons, I order the Tenants to pay the Landlord the sum of **\$450.00**, comprised of fines in the amount of \$400.00 and the \$50.00 filing fee for the Application.

The Landlord is granted a monetary order in these terms and must serve the Tenants with a copy of the order. The order may be enforced in the Provincial Court.

Conclusion

The Tenants breached the tenancy agreement by failing to abide by the strata bylaws and were fined \$400.00. The Landlord has proven the Tenants must pay the sum of **\$450.00** to the Landlord, and a monetary order has been granted.

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: December 05, 2013

Residential Tenancy Branch

