



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord provided documentary evidence to confirm each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on April 23, 2015 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5<sup>th</sup> day after they have been mailed.

Based on the testimony of the landlord, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing the landlord testified the tenant's vacated the rental unit on May 31, 2015. As such, I find there is no need for the landlord to obtain an order of possession and I amend the landlord's Application for Dispute Resolution to exclude the matter of possession.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent and parking; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on October 1, 2015 for a 1 year fixed term tenancy beginning on October 1, 2014 for the monthly rent of \$850.00 due on the 1<sup>st</sup> of each month and a security deposit of \$425.00 was paid;
- A copy of a document entitled "Parking Addendum to Tenancy Agreement" signed by the landlord and one of the tenants on March 23, 2015 which provides for the tenant to pay the landlord \$25.00 per month and the landlord will provide a parking space; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on April 7, 2015 with an effective vacancy date of April 20, 2015 due to \$875.00 in unpaid rent and \$35.71 in utilities demanded for on November 1, 2014.

The landlord submitted the tenants failed to pay the full rent and parking owed for the month of April, 2015 and that the tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door on April 7, 2015. The landlord submits the tenants also failed to pay rent and parking for the month of May.

### Analysis

While the landlord seeks a monetary order for the amount of unpaid rent and parking, I find that parking is not included in the tenancy agreement itself and there is no reference in the tenancy agreement to an addendum of any kind. I also note the parties entered into the parking agreement several months after the start of the tenancy.

As such, I find that the parking agreement signed by the parties is not subject to the *Act* and I therefore decline jurisdiction on the matter of parking. I grant the landlord a monetary award for the total amount of rental arrears for the months of April and May 2015 of \$1,700.00.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,750.00** comprised of \$1,700.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$425.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,325.00**. This order must be served on the tenants. If the tenants fail to comply with

this order the landlord may file the order in the Provincial Court (Small Claims) and be 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 04, 2015

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Residential Tenancy Branch

