



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PINEMANOR C/O GATEWAY PROPERTY MANAGEMENT CO.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR MND MNDC MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, 46 and 67 for unpaid parking fees;
- b) To retain the balance of the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

SERVICE

The tenant did not attend. The landlord gave sworn testimony that they served the Application for Dispute Resolution by registered mail on the tenant on March 17, 2015. It was verified online that delivery was attempted, notices were left and it was returned to the sender on April 14, 2015 when it was unclaimed by the tenant. I find that the tenant is deemed to be served with the Application according to sections 89 and 90 of the Act.

Issue(s) to be Decided:

Has the landlord has proved on a balance of probabilities that the tenant owes parking fees and the amount owed? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The tenant did not attend the hearing although deemed to be served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced May 2013, that monthly rent was \$935 plus \$50 monthly parking fee and a security deposit of \$467.50 was paid. The landlord noted that parking was free for the first year of the lease but on May 2014, parking of \$50 a month was to be paid. In support of her evidence, the landlord filed the tenancy agreement containing these terms. The landlord said the tenant refused to pay any parking fees and when she served a notice to obtain payment, the tenant vacated in February 2015. The landlord requests a monetary order for \$450 parking fees less the balance of the security deposit.

The landlord said that the tenant had signed agreement for them to deduct from her security deposit \$60 for cleaning, \$72.80 for carpet cleaning and \$50 for cleaning window coverings (total \$182.80) which left a balance of \$284.70 as a security deposit.. The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

I find the tenant violated the terms of her tenancy agreement by refusing to pay for parking fees in the second year of her tenancy. I find the landlord entitled to recover the parking fees in the amount of \$450 for May 2014 to January 2015; the landlord said they were not charging her for the last month of her tenancy.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below and to retain the balance of the security deposit to offset the amount owing. I find the landlord is also entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Unpaid parking fees	450.00
Filing fee	50.00
Less balance of security deposit	-284.70
Total Monetary Order to Landlord	215.30

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: August 05, 2015

Residential Tenancy Branch

