



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1811 ADANAC STREET LTD. AND GATEWAY PROPERTY  
MANAGEMENT CORPORATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent (parking) pursuant to section 67.

The landlord attended the hearing by conference call and gave undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence by Canada Post Registered Mail on June 19, 2015. The landlord has also submitted a copy of the Canada Post Customer Receipt Tracking number as confirmation. I accept the undisputed affirmed testimony of the landlord and find that the tenant has been properly served with the notice of hearing package and the submitted documentary evidence by Canada Post Registered Mail on June 19, 2015 and that the tenant is deemed to have received the packaged on June 24, 2015 as per section 90 of the Act.

At the outset, the landlord clarified that the monetary claim was for money owed for parking charges for two months at \$25.00 per month as listed in the landlord's details of dispute. The landlord clarified that the tenant stored his second vehicle in the underground parking garage for 2 months (February to March).

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid parking and recovery of the filing fee?

### Background and Evidence

The landlord seeks a monetary claim of \$50.00 which consists of:

February Parking Charge for second vehicle	\$25.00
March Parking Charge for second vehicle	\$25.00

The landlord gave undisputed affirmed testimony that the tenant parked a second vehicle in the parking garage without notice or permission from the landlord. The landlord provided a written notice in a letter on March 12, 2015 requesting the tenant provide a reasonable explanation as to why the tenant was parking the second vehicle. The landlord also stated that subject to valid storage insurance the tenant would be charged \$25.00 per month starting in February 2015. The landlord stated that a second written notice dated March 17, 2015 permitting the tenant to park the second vehicle in the parking garage at \$25.00 per month retroactive to February 2015.

### Analysis

I accept the undisputed affirmed evidence of the landlord and find that the landlord has established a claim for \$50.00 for the cost of a \$25.00 monthly parking charge. The tenant parked a second vehicle in the parking garage without permission. The tenant was advised that the tenant would be charged a monthly parking charge of \$25.00 retroactive for February and March.

The landlord has established a monetary claim of \$50.00. The landlord having been successful in the application is entitled to recovery of the \$50.00 filing fee.

Conclusion

I grant a monetary order in the landlord's favor for \$100.00.

The tenant must be served with as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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: November 25, 2015

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Residential Tenancy Branch

