



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, 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 the 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 May 16, 2017 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 evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing the landlord submitted that the tenant had vacated the rental unit sometime between June 16, 2017 and June 19, 2017 and they no longer require an order of possession. I amend the landlord's Application to exclude the matter of possession.

The landlord also sought to amend their Application to include additional unpaid rent; parking; and late fees for the month of June 2017 in the total amount of \$2,195.00. As the bulk of the landlord's financial claim relates to unpaid rent, parking; and late fees for the months of March, April, and May, I find it is reasonable to amend this Application to include an additional month of the same charges. I amend the landlord's Application to increase to the total claim to \$8,792.04.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; unpaid utilities; unpaid parking fees; late rent fees and bank charges; for all or part of the security deposit and to recover the filing fee from the tenant 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 into evidence a copy of a tenancy agreement signed by the parties on January 14, 2017 for a 1 year fixed term tenancy beginning on January 15, 2017 for a monthly rent of \$2,095.00 plus \$50.00 parking due on the 1<sup>st</sup> of each month with a security deposit of \$1,047.50 paid.

The tenancy agreement included an addendum that included a clause that if the tenant is late paying rent he would be charged a \$25.00 fee and if a cheque was returned from the bank an additional charge of \$25.00 would be charged.

The landlord submitted documentary and testimonial evidence that the tenant's rent plus parking cheques for the months of March, April, May, and June 2017 were returned as insufficient funds.

While hydro was not included in the tenancy agreement, the landlord had received a bill for the hydro account because the tenant had not put the hydro in his name. The landlord seeks \$107.04 as per the bill submitted into evidence.

The landlord seeks the following amounts:

Description	Amount
Rent – March, April, May, and June 2017	\$8,285.00
Parking – March, April, May, and June 2017	\$200.00
Late/NSF fees – March, April, May, and June 2017	\$200.00
Hydro charges to April 27, 2017	\$107.04
<b>Total</b>	<b>\$8,792.04</b>

### Analysis

In the absence of any evidence to the contrary, I am satisfied the landlord has provided sufficient evidence and testimony to establish the tenant has failed to pay rent and parking in the amounts claimed. I am also satisfied that as a result, the landlord is entitled to charge the tenant both late fees and bank charges in the amounts claimed.

Finally, I find the tenant failed to pay any hydro charges that he was required to pursuant to the tenancy agreement. As a result, I find the landlord was obliged to pay these costs and is not entitled to recover these costs from the tenant, in the amounts claimed.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$8,892.04** comprised of \$8,285.00 rent owed; \$200.00 parking owed; \$200.00 late/NSF fees; \$107.04 hydro owed and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$1047.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$7844.54**. This order must be served on the tenant. If the tenant fails 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 23, 2017

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Residential Tenancy Branch