



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

A hearing was convened under the *Residential Tenancy Act* (the “Act”) to deal with the landlord’s application for a monetary order for unpaid rent and recovery of the application filing fee.

The tenant did not attend the hearing. A property manager and the resident caretaker attended on behalf of the landlord. The landlord was given a full opportunity to be heard, to present documentary evidence and to make submissions.

As the tenant did not attend the hearing, service of the landlord’s application and the notice of hearing were considered. The property manager provided affirmed testimony that the tenant had been served with these materials and the landlord’s evidence by registered mail sent on March 3, 2017. A tracking number was provided in support. I accept that the tenant has been served in accordance with the Act.

The tenant remains in the rental unit and the landlord is not applying for an order of possession based on the amount it claims is outstanding.

### Issues to be Decided

Is the landlord entitled to a monetary award?

Is the landlord entitled to recover the application filing fee from the tenant?

### Background and Evidence

According to the written tenancy agreement in evidence and the agents’ affirmed and undisputed evidence, this tenancy began in November, 2011. It is currently a month to month tenancy with rent of \$1,201.87 payable on the first day of each month. A

security deposit of \$537.50 was paid at the beginning of the tenancy and the current landlord now holds that amount.

The tenancy agreement contains a section titled "Payment of the Rent" that provides: "The tenant will pay the rent of \$ 1075.00 [since raised] and parking of \$75.00 each month to the landlord on the first day of the rental payment period . . . ."

Also in evidence from the landlord is a separate document titled "Parking Agreement," signed when the tenancy agreement was signed, and under which the tenant contracts to rent a parking spot for \$75.00/month. The landlord's agents advised that parking is still \$75.00/month.

The property manager testified that the owner changed property management companies in or about the summer of 2015, at which time the tenant was paying her rent and parking together via one automatic withdrawal from her bank account per month.

The new company accidentally stopped withdrawing the parking charge when it withdrew the monthly rent in June of 2015. In or about October of 2016 the company recognized its error and began adding the parking charge to the amount withdrawn from the tenant's account again. The landlord claims a total of \$1,125.00 for those months that the parking fees were not withdrawn.

The property manager also testified that the tenant appears to acknowledge the amount owing and has said on several occasions that she will pay it, but has not done so.

### Analysis

The landlord provided undisputed evidence at this hearing, as the tenant did not attend. Sections 7 and 67 of the Act establish that a tenant who does not comply with the Act, Regulation or tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. The landlord provided undisputed evidence that the tenant owes \$1,125.00 in unpaid parking fees under the terms of the tenancy agreement. Accordingly, I award the landlord this amount.

As the landlord was successful in this application, I find that the landlord is also entitled to recover the \$100.00 filing fee.

Conclusion

I issue a monetary order in the landlord's favour in the amount of **\$1,225.00**. The tenant must be served with this order as soon as possible. Should the tenant fail to comply with this order, it 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 Act. Pursuant to s. 77 of the Act, a decision or an order is final and binding, except as otherwise provided.

Dated: June 29, 2017

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Residential Tenancy Branch