



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the landlord for a monetary order for loss or other money owed and to recover the filing fee from the tenants.

Both parties appeared.

This matter commenced on January 27, 2017, and was adjourned. The interim decision issued on January 30, 2017, should be read in conjunction with this decision.

This matter was reconvened on May 2, 2017, and was adjourned. The interim decision issued on May 3, 2017, should be read in conjunction with this decision.

Both adjournments were for the benefits of the tenants.

Issue to be Decided

Is the landlord entitled to a monetary order?

Background and Evidence

On January 5, 2017, the parties participated in a hearing, which was convened on an application filed by the tenants. On January 6, 2017, a decision was made. I have noted the file number on the covering page of this decision,

The decision in part reads,

“Further, as the tenants were aware the bylaw was not approved in 2015 and fines are accumulating, **I find the tenants are responsible for all strata fines** relating to their pet as it would be unfair to the landlord to be responsible for these costs. Should the parties not come to their own agreement on payment, the landlord is at liberty to make an application for monetary compensation in regards to the pet related strata fines for the entire term of this tenancy. The landlord may submit as evidence a copy of this decision.”

[Reproduced as written]

This landlord’s agent submits that the strata fines that have accumulated by the tenants from January 15, 2016 to December 7, 2016, total the amount of \$2,050.00. Filed in evidence is an invoice from the Strata.

The landlord’s agent stated that the tenants have been given a fair opportunity to resolve the matter, and that they were even told by the Strata president in October 2016, that they could make a reasonable offer to settle; however, the tenants rejected that. The landlord’s agent stated that the Strata are not willing to negotiate this matter any further.

The tenants’ agent continued to argue the Strata Act. The agent stated that they wanted a direct meeting with the counsel, not the Strata president.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of Compensation, if any, and to order the non-complying party to pay that compensation.

The tenants’ and their agent have argued at each scheduled hearing that there is a violation of the Strata Act; however, the Strata Act is not for me to consider, as it is outside my jurisdiction.

The only issues for me to determine, is whether the tenants breached the Residential Tenancy Act (the “Act”), as if so, is the landlord entitled to compensation pursuant to section 7(1) of the Act.

On January 6, 2017, I found that the tenants had breached the Act, by obtaining a pet without the written consent of the landlord. I further found the tenants were responsible for all Strata fines because of the breach.

The landlord has submitted evidence, a detail statement from the Strata that the amount of fines owed is \$2,050.00. The tenants were given two adjournments in the attempt to negotiate the amount of the fines. The Strata president was not willing to convene a counsel meeting, which is their rights to do so, the Strata gave the tenants an opportunity to settle the matter by presenting a reasonable offer, and no offer was presented.

At the hearing on May 2, 2017, the parties were informed there would be no further adjournment. As these two adjournments were for the benefit of the tenants, I find any further delay would be unreasonable, unfair, and prejudicial to the landlord.

I am satisfied based on the evidence that the landlord has submitted that they have incurred Strata fines in the total amount of \$2,050.00. As I have previously found the tenants breached the Act, I find the landlord is entitled to recover the fines in the total amount of **\$2,050.00**.

I find that the landlord has established a total monetary claim of **\$2,150.00** comprised of the above described amount and the \$100.00 fee paid for this application. I grant the landlord an order under section 67 for the Act.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

Conclusion

The landlord is granted a monetary order in the above amount.

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 28, 2017

Residential Tenancy Branch