



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Viewmount Suites
and [tenant name suppressed to protect privacy]

REVIEW HEARING DECISION

Dispute Codes MNDC MNR MNSD FF

Introduction

The Landlord filed an application for dispute resolution and a hearing occurred in July of 2018. A hearing was scheduled for July 25, 2018, and a decision was rendered on July 26, 2018. A monetary order was issued against the Tenant.

Subsequently, the Tenant applied for a review consideration, and he provided evidence to show that the actual amount of monthly rent was different than what was discussed in the hearing. Since this discrepancy impacted the monetary order against the Tenant, a new hearing was ordered to resolve this matter. Although I am not restricted to only consider the issue of rent, I find there was no new compelling evidence which warrants the reconsideration of any other issue raised at the initial hearing, other than what the amount of monthly rent was. My other findings remain unchanged, and in this hearing, I will only considered the issue of what the monthly rent was, as this is the material discrepancy raised by the Tenant, and is what triggered this new hearing.

At a review hearing, I may confirm, vary or set aside the original decision or order.

The Tenant stated that he served his Notice of Review Hearing and evidence to the Landlord. The Landlord stated she got this, and did not submit any evidence for the hearing. I find the Tenant sufficiently served the Landlord with the application and evidence.

The Tenant provided a copy of the tenancy agreement and a notice of rent increase to show that monthly rent was \$775.00. The tenancy agreement also shows that parking was not included in the rent. The Landlord stated that the Tenant rented two parking spaces at \$30.00 each per month, and that this was based off of a verbal agreement.

Given this was not included explicitly in the rental agreement, I find it is a separate parallel agreement, and does not form part of monthly rent.

In the previous hearing, and in my previous monetary order arising from that hearing, rent was \$835.00. However, I find the evidence before me sufficiently demonstrates that rent was actually \$775.00. Since the \$60.00 per month the Tenant paid for parking was a separate verbal agreement, I find it should not be treated as rent, or rent owing.

As such, I find the actual amount of the monetary order from the previous hearing needs to be modified to reflect the actual amount of rent, excluding parking. The previous monetary order was issued against the Tenant as follows:

Claim	Amount
Total rent	\$835.00
Filing fee	\$100.00
Less: Security and pet Deposit currently held by Landlord	(\$365.00)
TOTAL:	\$570.00

However, given the evidence before me, I vary the previous decision and order and issue the following monetary order:

Claim	Amount
CORRECTED rent	\$775.00
Filing fee	\$100.00
Less: Security and pet Deposit currently held by Landlord	(\$365.00)
CORRECTED TOTAL:	\$510.00

Conclusion

The decision and order issued on July 26, 2018, is varied. A new order is issued and the Landlord is granted a monetary order in the amount of **\$510.00**, as specified above. 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: October 9, 2018

Residential Tenancy Branch