



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ONE WEST PROPERTIES CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, FFL

Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “*Act*”) for monetary compensation, and for the recovery of the filing fee paid for this application.

An agent for the Landlord (the “Landlord”) was present for the teleconference hearing, while no one called in for the Tenant during the approximately 10-minute hearing. As the Tenant was not present, service of the Notice of Dispute Resolution Proceeding (the “Notice of Hearing”) was addressed.

The Landlord provided affirmed testimony that the Notice of Hearing documents and copies of their evidence was sent to the Tenant by registered mail on May 30, 2018. The Landlord also confirmed that he spoke to the Tenant and the Tenant was aware of the Landlord’s application and the hearing. As such, I find that the Tenant was duly served with the Notice of Hearing documents in accordance with Sections 88 and 89 of the *Act*.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues to be Decided

Is the Landlord entitled to monetary compensation?

Should the Landlord be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

Background and Evidence

The Landlord provided affirmed and undisputed testimony regarding the tenancy. The tenancy began on January 1, 2015. Current monthly rent is \$1,961.00 and a security deposit of \$887.50 was paid at the outset of the tenancy. The tenancy agreement was submitted into evidence and confirms the details of the tenancy. A Form K, outlining the responsibilities of the Tenant to follow the strata bylaws, was also submitted into evidence and signed by the Tenant and Landlord.

The Landlord testified that on August 1, 2017 the Landlord received a noise complaint letter from the strata corporation of the rental property regarding the Tenant's rental unit. The Landlord contacted the Tenant regarding the complaint, but did not receive a response. On September 15, 2018 a \$200.00 strata bylaw fine was issued to the Tenant due to the noise complaint.

The Landlord stated that the owner of the rental unit paid the fine and on October 17, 2017 they sent a letter to the Tenant requesting reimbursement of the \$200.00 paid on their behalf.

On December 20, 2017, the strata corporation issued another letter outlining 12 incidents of excessive noise from the rental unit. The letter provided warning that a fee of \$200.00 may apply for each incident if they did not receive a response from the Tenant, or a request for a hearing.

On January 12, 2018, another letter from the strata corporation was issued indicating that as they received no response from the Tenant, nor a request for a hearing to dispute the claims, they were issuing a fine of \$2,400.00; \$200.00 for each incident. The letters from the strata corporation and from the Landlord were submitted into evidence.

The Landlord attempted further communication with the Tenant to request re-payment of the fines incurred, but stated they have not had a response which led the Landlord to file an Application for Dispute Resolution.

The Landlord is seeking the return of \$2,600.00 paid in strata fines on behalf of the Tenant, as well as the recovery of the \$100.00 filing fee paid for the Application for Dispute Resolution.

Analysis

Based on the undisputed testimony and evidence of the Landlord, I accept that the property owner has paid \$2,600.00 in strata fines incurred from noise complaints in the rental unit.

The signed Form K was submitted into evidence and outlines that the Tenant must comply with the strata bylaws, as well as that they may be responsible for any fines that occur from non-compliance with the bylaws. When the Tenant did not comply with the strata bylaws and was issued fines from the strata corporation, I find that the Landlord experienced a loss that they must be reimbursed for.

Pursuant to Section 7(1), if a party does not comply with the tenancy agreement, the *Act*, or the *Residential Tenancy Regulation*, they must compensate the other party if a loss occurred as a result. In accordance with Section 7(2) of the *Act*, the party who experienced a loss must do what is reasonable to minimize that loss.

The Landlord took steps to notify the Tenant of the fines from the strata corporation. When the fines were not paid by the Tenant, the property owner paid the fines to avoid further fines being incurred due to non-payment. As such, I find that the Landlord took reasonable steps to minimize the losses that occurred.

As outlined above, and pursuant to Section 67 of the *Act*, I find that the Tenant is responsible for reimbursing the Landlord in the amount of \$2,600.00 for strata fines that occurred due to the actions of the Tenant. As the Landlord was successful in their application, I also award the recovery of the filing fee in the amount of \$100.00, pursuant to Section 72 of the *Act*.

Conclusion

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a **Monetary Order** in the amount of **\$2,700.00** for strata fines incurred, and for the recovery of the filing fee paid for this application. The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** 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: September 28, 2018

Residential Tenancy Branch