



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rancho Management Services (B.C.)
Ltd and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, OLC, FFT

Introduction

This hearing was convened in response to an application and an amended application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67;
2. An Order for the Landlord’s compliance - Section 62; and
3. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Are the Tenants entitled to the monetary amounts claimed?

Background and Evidence

The following are agreed facts: the tenancy under written agreement started in 2012. Rent of \$770.00 is currently payable on the first day of each month. At the outset of the tenancy the Landlord collected \$342.00 as a security deposit. The tenancy agreement provides that the Tenants must pay a late or nsf fee of \$50.00.

The Tenant states that the Landlord had agreed to provide the Tenants with a \$25.00 monthly rent credit as of October 1, 2016 and failed to provide this credit. The Tenants

claim return of this credit to and including November 2020 in the amount of \$1,250.00. The Tenants also seek the Landlord to comply with this agreement and to continue to provide the monthly credit. The Landlord does not dispute the credit, or the amount claimed and does not dispute the ongoing provision of the monthly credit.

The Tenants state that the tenancy agreement wrongly sets out a \$50.00 late rent or nsf fee. The Tenants seek an order for the Landlord's compliance with the Act and claim the return of two such fees in the amount of \$100.00. The Landlord agrees that the tenancy agreement does not set out the allowable amount of \$25.00 and does not dispute return of the \$100.00.

Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. Given that the Landlord did not dispute the Tenants' claims for **\$1,250.00** and **\$100.00** I find that the Tenants have substantiated an entitlement to **\$1,350.00**. Given the Landlord's agreement for the ongoing monthly rent credit of \$25.00, I order the Landlord to comply with this agreement from this date forward until the tenancy ends.

As the Tenants have been successful with its claims, I find that the Tenants are also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,450.00**. The Tenants may deduct this amount from future rent payable in full satisfaction of the claim.

Conclusion

I grant the Tenants an order under Section 67 of the Act for **\$1,450.00**. If necessary, this order may be filed in the Small Claims 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.

Dated: November 23, 2020

Residential Tenancy Branch