



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Greater Victoria Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **MNDCL, MNRL, FFL**

### **Introduction**

This hearing was scheduled to deal with a landlord's application for a Monetary Order against the tenant for unpaid rent and storage fees.

The landlord was represented by an agent and the agent was affirmed. The landlord's agents were ordered to not make an unofficial recording of the proceeding.

The tenant did not appear at the hearing. Since the tenant did not appear, I explored service of the hearing materials upon the tenant. The landlord's agent testified the proceeding package and the landlord's evidence were sent to the tenant via registered mail on February 26, 2021 and delivered on March 2, 2021. The landlord provided a copy of the registered mail receipt, including tracking number, and a print-out of the tracking details from Canada Post as proof of service. I was satisfied the tenant was duly served with notification of this proceeding and I continued to hear from the landlord without the tenant present.

### **Issue(s) to be Decided**

Is the landlord entitled to a Monetary Order for unpaid rent and storage fees, as requested?

### **Background and Evidence**

The landlord is a housing society providing housing to low to moderate income tenants and operates in agreement with BC Housing. The tenancy started on February 1, 2017. The landlord collected a security deposit of \$405.50. The tenant occupies a subsidized

housing unit and the tenant's rent contribution is geared to his income, payable on the first day every month. The tenant's income is reviewed and the rent contribution is re-calculated periodically pursuant to the operating agreement with BC Housing.

By way of this Application for Dispute Resolution, the landlord seeks to recover \$34.00 in unpaid rent for the month of January 2019. The landlord submitted that the tenant's rent obligation had increased by \$34.00 for the period of January 2019 through June 2019 after a review of his income. The tenant began paying the increased amount for the month of February 2019 but did not pay the increase for the month of January 2019. The landlord provided a copy of the tenant's ledger and notices sent to the tenant with respect to his rent calculation, monthly rent obligation, and rental arrears owing.

The landlord also seeks to recover storage fees of \$10.00 per month for the months of February 2019 through to February 2021, in the sum of \$250.00. The landlord's agent testified that tenants may request a storage locker from the landlord and a storage locker agreement was executed with the tenant. The storage locker agreement is separate from the tenancy agreement and storage lockers cost \$10.00 per month. To end the storage locker agreement, a tenant must either give the landlord notice to end the agreement or vacate the storage locker. The landlord inspects the storage room monthly to determine if lockers are vacated. The tenant did not give the landlord notice to end the storage locker agreement and did not vacate the storage locker; yet, he did not pay for the storage locker from February 2019 onwards. The landlord issued notices to the tenant to request the tenant pay the storage fees with the last notice informing the tenant the landlord was terminating the storage agreement as of February 28, 2021. The landlord explained that since the storage fees are relatively small, the landlord did not file an Application for Dispute Resolution until the arrears were more significant. The landlord provided a copy of the storage locker agreement, tenancy agreement, tenant's ledger, and notices issued to the tenant with respect to the outstanding storage fees.

### Analysis

Under section 26 of the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement, even if the landlord has violated the Act, regulations, or tenancy agreement, unless the tenant has a legal right to withhold rent. The Act provides very limited and specific circumstances when a tenant may withhold rent, such as: overpaying a security deposit and/or pet damage deposit, overpaying rent, authorization has been given by the landlord or an Arbitrator, or where the tenant has made emergency repairs to the property under section 33 of the Act.

In this case, the tenant's rent obligation is calculated based on his income and is subject to change from time to time. Since the landlord is a non-profit housing body with an operating agreement with BC Housing, pursuant to section 2 of the Residential Tenancy Regulations, it is exempt from the rent increase limitations provided under Part 3 of the Act.

The landlord provided unopposed evidence that for the month of January 2019 the tenant's rent obligation was calculated to be \$472.00 but the tenant only paid \$438.00, leaving an outstanding balance of \$34.00 that the tenant did not satisfy despite the landlord sending notices demanding payment. There is no evidence before me to suggest the tenant had a legal right to withhold the rent due to the landlord. Therefore, I am satisfied the landlord is entitled to recover the unpaid rent of \$34.00, as claimed, and I award that amount to the landlord.

Under section 7 of the Residential Tenancy Regulations, a landlord may charge a non-refundable fee for services or facilities requested by a tenant and that are not included in the tenancy agreement. The definition of service or facility, as provided under section 1 of the Act, includes a storage locker. In this case, the landlord provided unopposed evidence that the tenant has been provided a storage locker, that was not part of the tenancy agreement, that requires a monthly fee of \$10.00 payable to the landlord. The landlord has further satisfied me by the unopposed evidence that the tenant has failed to pay the fee for 25 months from February 2019 through February 2021. Therefore, I find the landlord entitled to recover the storage fees of \$250.00, as requested, and I award the landlord that amount.

Given the landlord's success in this Application for Dispute Resolution, I further award the landlord recovery of the \$100.00 filing fee paid for this application.

In light of all of the above, I provide the landlord a Monetary Order in the sum of \$384.00 [\$34.00 + \$250.00 + \$100.00] to serve and enforce upon the tenant.

Conclusion

The landlord is provided a Monetary Order in the sum of \$384.00 to serve and enforce upon the tenant.

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: July 07, 2021

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Residential Tenancy Branch