



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capital Regional Housing Corp
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNDCL-S, FFL

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the Landlord applied for:

- an order of possession, having served the Tenant with a One Month Notice to End Tenancy for Cause, dated September 24, 2021 (the One Month Notice);
- compensation for monetary loss or other money owed, noting that the Landlord holds the Tenant's security deposit or pet deposit; and
- the filing fee.

Those in attendance were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Landlord testified they served the Notice of Dispute Resolution Proceeding and their evidence on the Tenant on November 8, 2021 by registered mail, and provided a Canada Post receipt with tracking number. The Tenant indicated they did not receive the documents by mail. When I checked the tracking number, it appeared the documents had been delivered but not picked up. The Landlord indicated they also served the Tenant by sending the documents, on January 10, 2022, to an email address approved for service by the Tenant; the Tenant confirmed they received the emailed documents. I find the Landlord served the Tenant in accordance with section 89 of the Act.

The Tenant testified they did not serve responsive evidence on the Landlord.

Issues to be Decided

- 1) Is the Landlord entitled to an order of possession?
- 2) Is the Landlord entitled to compensation for monetary loss or other money owed?
- 3) Is the Landlord entitled to the filing fee?

Background and Evidence

The parties agreed on the following particulars of the tenancy. It began July 1, 2019; rent is \$570.00, due on the first of the month; and the Tenant paid a security deposit of \$280.00 and a pet deposit of \$280.00, which the Landlord still holds.

The Landlord testified they served the One Month Notice on the Tenant on September 24, 2021 by attaching it to the door. The Tenant confirmed they received the Notice a couple of days after September 24, 2021.

The Landlord submitted a copy of the One Month Notice as evidence. It is signed and dated by the Landlord, gives the address of the rental unit, states the effective date, states the reasons for ending the tenancy, and is in the approved form. The One Month Notice indicates the tenancy is ending because:

- the Tenant or a person permitted on the property by the Tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the Landlord; and
 - seriously jeopardized the health or safety or lawful right of another occupant or the Landlord; and
- the Tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The Details of Cause(s) section of the One Month Notice states the Tenant allowed a guest on the property who has outstanding arrest warrants, disrupted a showing to prospective tenants, has been the subject of multiple noise complaints, and had an unlicensed vehicle in the parking lot.

The Tenant testified they did not apply to dispute the One Month Notice.

The Landlord testified the Tenant owed the following:

Parking fees of \$30.00 a month, for September, November, March, and August 2021	\$120.00
Bank service fees for returned parking payments for September, November, March, and August 2021	\$80.00
Fee for lock and key replacement	\$75.00
Total	\$275.00

The Landlord submitted as evidence a list of the Tenant's receivables and credit memos, listing the charges; the Landlord also submitted a copy of a demand letter to the Tenant, dated September 16, 2021, which lists the charges as above.

The Tenant agreed they owed the Landlord parking fees of \$120.00 and the \$75.00 fee for a lock and key replacement, but testified they were not aware of the bank service fees for returned payments.

The Landlord testified the bank service fees are not listed in the tenancy agreement, but are listed in the signed parking agreement, which was not submitted as evidence.

Settlement – End of Tenancy

Pursuant to section 63 of the Act, the arbitrator may assist the parties to settle their dispute, and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. I advised the parties that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the end of tenancy, turned their minds to compromise and achieved a resolution of their dispute.

The parties reached a settlement and agreed the tenancy will end on February 28, 2022 at 1:00 p.m.

In support of the settlement agreement, I grant the Landlord an order of possession.

Analysis – Monetary Claims

The Landlord has applied for compensation, stating the Tenant owes \$120.00 in parking fees, \$80.00 in bank fees, and \$75.00 for a lock change.

I accept the Landlord's testimony and evidence, and the Tenant's testimony, that the Tenant owes the Landlord \$120.00 for parking fees and \$75.00 for lock and key replacement.

Therefore, pursuant to section 7 of the Act, I find the Landlord is entitled to compensation in the amount of \$195.00: \$120.00 for parking fees and \$75.00 for lock and key replacement.

Section 7 of the Residential Tenancy Regulation states that a landlord may charge a service fee charged by a financial institution to the landlord. However, as the Tenant provided affirmed testimony stating they were not aware of the bank fees, and the Landlord has not submitted documentary evidence substantiating the fees, I decline to award the Landlord the \$80.00 claimed for bank fees.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord is largely successful in their application, I order the Tenant to pay the \$100.00 filing fee the Landlord paid to apply for dispute resolution.

I find the Landlord is entitled to a total monetary award of \$295.00. In accordance with section 72 of the Act, I allow the Landlord to retain the Tenant's \$280.00 security deposit and \$15.00 of the Tenant's pet deposit, in satisfaction of this monetary award.

Conclusion

The parties reached a settlement to end the tenancy on February 28, 2022 at 1:00 p.m.

In support of the settlement, the Landlord is granted an order of possession which will be effective February 28, 2022 at 1:00 p.m.

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: January 15, 2022

Residential Tenancy Branch