



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CONCERT REALTY SERVICES
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act) for a monetary order for unpaid rent, compensation for a monetary loss or other money owed, and recovery of the cost of the filing fee.

The landlord's agent (agent) attended the hearing; however, the tenant did not attend.

The agent stated they served the tenant with their Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by registered mail on May 12, 2022. The landlord provided the Canada Post registered mail tracking number as proof of service.

I accept the landlord's undisputed evidence and find that the tenant was served their application and notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The agent was provided the opportunity to present her evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the submissions and/or arguments are reproduced here.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation from the tenant comprised of unpaid rent and fees and to recover the cost of the filing fee?

Background and Evidence

The written tenancy agreement shows a tenancy start date of December 1, 2020, for a monthly rent of \$1,048. Per addendums and separate agreements, the tenant was obligated to pay \$75 per month for parking and \$15 per month for a storage locker. According to the agent, the tenant had 2 storage lockers. Filed in evidence were the relevant documents.

The landlord submitted that they served the tenant a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) for monthly rent owed for March 2022, and applied for an order of possession of the rental unit and a monetary order under the direct request process. The landlord supplied a Decision of April 28, 2022, of an adjudicator which granted the landlord an order of possession effective two days after service on the tenant and a monetary order for unpaid rent for March 2022.

The agent said that as they did not receive the Decision until late April 2022, the tenant continued to stay in the rental unit without paying rent, prior to vacating on May 15, 2022. As a result, the agent testified that the tenant owes the monthly rent for April and May 2022, as well as the parking fee of \$75 each month and the storage locker fees of \$30 each month, for a total amount of \$2,306.

The landlord submitted a tenant ledger sheet showing a full accounting of payments and charges, a monetary order worksheet, and the 10 Day Notice.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. Under section

67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and order that party to pay compensation to the other party. The claiming party has the burden of proof to substantiate their claim on a balance of probabilities.

Despite being duly served with the landlord's application package, the tenant failed to attend the hearing. The landlord's evidence is therefore uncontested.

Under section 26 of the Act, a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, unless the tenant has a right under the Act to deduct all or a portion of the rent.

I find that the landlord submitted sufficient evidence to show that the tenant owed, but did not pay the monthly rent while still occupying the rental unit in April and May 2022, leaving a total rent deficiency of **\$2,096**. I also find the landlord submitted sufficient evidence to show that the tenant owed a parking fee \$75 for April and May, 2022, each, under the parking agreement, for a total of **\$150**. Further I find that the tenant owed a fee of \$15 for each storage locker, for two storage lockers, for April and May 2022, or a total of **\$60**.

For these reasons, I find the landlord has established a monetary claim of **\$2,306**, comprised of \$2,096 for unpaid rent, \$150 for parking, and \$60 for storage lockers.

Due to their successful application, I grant the landlord recovery of their filing fee of **\$100**.

As a result of the above, I therefore find the landlord has established a total monetary claim of **\$2,406**, pursuant to sections 67 and 72 of the Act.

The landlord is provided with a Monetary Order in the above terms and the tenant must be served with this order to be enforceable. 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.

The tenant is cautioned that costs of such enforcement are recoverable from the tenant.

The landlord is also permitted to use the tenant's security deposit in partial satisfaction of their monetary award, and if they so choose, the monetary order is reduced in that amount.

Conclusion

The landlord's application for monetary compensation and recovery of the filing fee has been granted. The landlord is issued a monetary order in the amount of their claim of \$2,406.00.

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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: January 10, 2023

Residential Tenancy Branch