



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding IMH POOL XIV LP C/O METCAP LIVING MANAGEMENT
INC and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNRL-S, MNDCL-S, LRSD, FFL

Introduction

This hearing was scheduled to convene at 11:00 a.m. on February 27, 2024 concerning an application made by the landlord seeking an order of possession and a monetary order for unpaid rent or utilities; a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement; an order permitting the landlord to keep all or part of the security deposit or pet damage deposit; and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call.

The landlord advised that the tenant was served with the Notice of Dispute Resolution Proceeding and all evidence by registered mail on January 30, 2024 and has provided a Canada Post receipt bearing that date and a tracking number. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

At the commencement of the hearing the landlord's agent advised that additional evidence had been uploaded the day of the hearing, which was provided to the tenant by email. It includes a Tenant Ledger, among other documents. Any evidence that an applicant wishes to rely on must be provided to the Residential Tenancy Branch and to the respondent not less than 14 days prior to the hearing. Since the tenant has not attended to consent or oppose the late evidence, I decline to consider it. However, considering that the landlord's Tenant Ledger only covers the months of November and December 2023 and January 2024, I found it necessary to review the full Tenant Ledger. All other evidence has been reviewed and is considered in this Decision.

The landlord's agent also advised that most of the rental arrears have been paid by the tenant, and the landlord withdraws the application for an order of possession and the application for an order permitting the landlord to keep the security deposit.

Issue(s) to be Decided

The issues remaining to be decided are:

- Has the landlord established a monetary claim as against the tenant for unpaid rent?
- Has the landlord established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for late fees, N.S.F. fees, parking fees and storage fees?

Background and Evidence

The landlord's agent testified that this fixed-term tenancy began on August 1, 2023 and reverts to a month-to-month tenancy after July 31, 2024, and the tenant still resides in the rental unit. Rent in the amount of \$2,582.36 is payable on the 1st day of each month. On July 14, 2023 the landlord collected a security deposit from the tenant in the amount of \$1,291.18 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is an apartment suite, and a copy of the tenancy agreement and Addendum have been provided for this hearing.

The landlord's agent further testified that the tenant fell into arrears of rent the sum of \$8,222.08 and the landlord served a 10 Day Notice to End Tenancy For Unpaid Rent or Utilities by registered mail on January 10, 2024. A copy has been provided for this hearing and it is dated January 10, 2024 and contains an effective date of vacancy of January 25, 2024 for unpaid rent in the amount of \$8,222.08 that was due on January 1, 2024. The tenant paid that amount on February 1, 2024 but still owed \$2,832.36, which includes rent for February, 2024. The tenant paid an additional \$2,707.00 on February 15, 2024 leaving a balance of \$125.36, which remains outstanding and includes late fees and recovery of the filing fee for this application.

Analysis

I have reviewed all of the evidentiary material, including the full Tenant Ledger as late evidence provided by the landlord because it contains an updated version of a Tenant Ledger.

The *Residential Tenancy Act* requires a tenant to pay rent when it is due. In this case, I accept the undisputed testimony of the landlord's agent that the tenant still owes \$125.36, which I find includes all parking, late fees, N.S.F. fees and storage fees. It also includes recovery of the \$100.00 filing fee for the cost of this application.

Therefore, I grant a monetary order in favour of the landlord as against the tenant in the amount of \$125.36. The tenant must be served with the order, which may be filed in the Provincial Court of British Columbia, Small Claims division and enforced as an order of that Court.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$125.36.

This order is final and binding and may be enforced.

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: February 27, 2024

Residential Tenancy Branch