



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR GP INC. C/O METCAP LIVING MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNRL-S, MNDCL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent or Utilities, a monetary Order for unpaid rent or utilities, a monetary Order for money owed or compensation for damage or loss, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on March 09, 2021 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in February of 2021 were sent to each Tenant, via registered mail, at the rental unit. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served to each Tenant in accordance with section 89 of the *Residential Tenancy Act (Act)*.

As the aforementioned documents were properly served to the Tenants, the hearing proceeded in the absence of the Tenants and the evidence was accepted as evidence for these proceedings.

The Agent for the Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The Agent for the Landlord affirmed that she would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Agent for the Landlord was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. She affirmed she would not record any portion of these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession; to a monetary Order for unpaid rent, parking fees, and/or late fees, and to retain all of part of the security deposit?

Background and Evidence

The Agent for the Landlord stated that:

- this tenancy began on August 14, 2013;
- the current rent of \$932.75 is due by the first day of each month;
- the Tenants are required to pay \$10.00 per month for each parking space assigned to them;
- the Tenants paid a security deposit of \$375.00;
- a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities was mailed to the Tenants on February 08, 2021;
- the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities declared that the Tenants must vacate the rental unit by February 23, 2021;
- the Tenants have not vacated the rental unit;
- the Tenants did not dispute the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities;
- when the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities was served, the Tenants owed \$1,865.50 in rent for December of 2020 and January of 2021, \$50.00 in late fees for December and January, and \$30.00 in parking fees for December, January, and February;
- the Tenants did not pay any money to the Landlord between February 08, 2021 and March 01, 2021;
- sometime after March 01, 2021 the Tenants paid \$950.00 to the aforementioned debts, leaving an outstanding balance of \$995.50; and
- term 10 of the tenancy agreement requires the Tenants to pay a fee of \$25.00 if they do not pay rent when it is due.

Analysis

On the basis of the undisputed evidence, I find that:

- the Tenants entered into a tenancy agreement with the Landlord;
- they are currently required to pay monthly rent of \$932.75 by the first day of each month;
- they agreed to pay \$10.00 per month for each parking space assigned to them;
- the Tenants currently owe \$30.00 in parking fees for December of 2021, January of 2021, and February of 2021;

- on February 08, 2021, the Tenants owed \$1,865.50 in rent for December of 2020 and January of 2021; and
- sometime after March 01, 2021 the Tenants paid \$995.50 to the Landlord, which should be applied to the aforementioned debt, leaving rental arrears of \$870.00.

As the Tenants agreed to pay \$10.00 per month for a parking space, I find that they must pay the Landlord outstanding parking fees of \$30.00.

As the tenants are required to pay rent when it is due, pursuant to section 26(1) of the *Act*, I find that the Tenants must pay \$870.00 in outstanding rent to the Landlord.

As the Tenants did not pay rent when it was due on December 01, 2020 and January 01, 2021 and the tenancy agreement requires them to pay a fee of \$25.00 when rent is not paid on time, I find that the Tenants must pay late fees of \$50.00.

Section 46(1) of the *Act* entitles landlords to end a tenancy within ten days if rent is not paid when it is due by providing proper written notice. On the basis of the undisputed evidence I find that the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, served pursuant to section 46 of the *Act*, was mailed to the Tenants on February 08, 2021.

Section 46(4) of the *Act* stipulates that a tenant has five days from the date of receiving the Notice to End Tenancy to either pay the outstanding rent or to file an Application for Dispute Resolution to dispute the Notice. I have no evidence that the Tenant exercised either of these rights and, pursuant to section 46(5) of the *Act*, I find that the Tenants accepted that the tenancy has ended. On this basis I grant the landlord an Order of Possession.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

Conclusion

I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenants. This Order may be served on the Tenants, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$1,050.00, which includes \$870.00 in unpaid rent, \$30.00 in parking fees, \$50.00 in late fees, and

\$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to keep the Tenant's security deposit of \$375.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$675.00. In the event the Tenants do not comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia 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: June 01, 2021

Residential Tenancy Branch