

## **DECISION**

Dispute Codes      MNR, FF, SS

### Introduction

This hearing dealt with the roommate landlord's Application for Dispute Resolution for a monetary order and for alternate service documents or evidence.

The hearing was conducted via teleconference and was attended by the roommate landlord and the roommate tenant.

At the outset of the hearing, I requested clarification from the roommate landlord as to his reasons for requesting to serve documents or evidence in a different way than required by the *Residential Tenancy Act (Act)*. The roommate landlord confirmed there was no need for this request, as such the roommate landlord's application was so amended.

### Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled a monetary order for compensation for unpaid rent or utilities; and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 44, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The tenancy began on May 1, 2009 with the roommate tenant paying \$1,650.00 on the 1<sup>st</sup> of each month to the roommate landlord. While the parties agree the agreement began as a month to month arrangement, they dispute whether that had been converted to a minimum 6 month fixed term. A cheque for a security deposit had been issued by the roommate tenant but never cashed by the roommate landlord.

The roommate landlord submitted the following documents into evidence:

- A copy of a hydro bill dated October 1, 2009 for service between July 31 and September 30, in the amount of \$62.04;
- A copy of a cable and internet bill dated March 29, 2009 for service between March 21, 2009 and April 20, 2009;
- A copy of a previous Application for Dispute Resolution submitted to Residential Tenancy Branch by the roommate landlord, dated October 20, 2009;
- A copy of a "Roommate Agreement", dated April 29, 2009 and signed by two of the three parties, the roommate landlord is the only signature not completed. This agreement outlines roommate obligations between the parties with the roommate landlord the only party having a tenancy agreement with the rental unit owner;

- Copies of several cheques issued by the roommate tenant that were either stop payments or insufficient funds and some that appeared to be uncashed; and
- A copy of a letter from the roommate landlord to the roommate tenant with a settlement offer.

The roommate landlord testified that the roommate tenant provided in the middle of September 2009 a verbal notice to end the tenancy at the end of September 2009, after the third roommate moved out at the beginning of September 2009.

The roommate landlord is claiming a total of \$1,935.00 made up of rent of \$1,650.00; hydro of \$40.00; cable/internet of \$50.00; replacement of a vacuum bag for \$25; laundry cards for \$20.00; parking of \$50.00 and \$100.00 for two Applications for Dispute Resolution.

The roommate tenant testified that he had told the roommate landlord in the first week of September, 2009 that he wasn't sure if he could stay on with the third roommate moving out.

### Analysis

As there is dispute between the parts as to the type of tenancy, I must rely on the roommate agreement presented as evidence. The first paragraph of the agreement states that the agreement is for a month to month arrangement.

This is crossed out and handwritten that it is for a six month minimum, however this amendment is not initialled or signed by any of the parties. As such, I find the arrangement to be on a month to month basis.

Section 45 of the *Act* outlines that a tenant may end month to month tenancy by providing the landlord with a notice having an end dated that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable.

As such, I find that in order to end the tenancy on September 30, 2009, the roommate tenant would have had to provide the roommate landlord with notice to end the tenancy by August 31, 2009. I therefore find the tenant is responsible to provide rent for the month of October, 2009.

As to the roommate landlord's claim to utilities such as hydro and cable, the roommate landlord has failed to provide sufficient evidence to show he incurred these costs for the month of October 2009, as he has submitted bills from previous periods during and even before the start of the tenancy. I dismiss this part of the roommate landlord's claim.

As the landlord has filed for a monetary order in relation to unpaid rent and utilities I find the issues of the vacuum bag, the laundry cards and parking are related to neither rent, nor utilities and as such I dismiss this portion of the roommate landlord's claim.

And finally, in relation to the claim for filing fees for this and a previous Application for Dispute Resolution, I first find that as the roommate landlord failed to pursue his initial Application he is not entitled to recover the filing from the roommate tenant. Secondly, I find that as the roommate landlord was only partially successful in this application that he is entitled to half of the filing fee for this Application.

### Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 and therefore grant a monetary order in the amount of **\$1,675.00** comprised of \$1,650.00 rent owed and \$25.00 of the fee paid by the landlord for this application.

This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) 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 *Residential Tenancy Act*.

Dated: March 02, 2010.

---

Dispute Resolution Officer