



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened by way of conference call to deal with the landlord's application for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee from the tenant for the cost of this application.

Both parties gave affirmed evidence, and were given the opportunity to cross examine each other on their evidence.

Issues(s) to be Decided

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Background and Evidence

This month-to-month tenancy began on August 25, 2006 and ended on August 22, 2009. Rent in the amount of \$1,250.00 was payable monthly. Rent included furnishings and bedding. On August 22, 2006, the landlord collected a security deposit from the tenants in the amount of \$600.00.

The landlord testified that the tenants gave verbal notice to vacate the unit and a written notice on July 15, 2010 stating that they would be vacating the unit no later than the end of August, 2010. The landlord collected the rent cheque on July 27, 2009 which also had a note written upon it stating that it would be the last rent cheque.

A copy of the tenancy agreement was provided in advance of the hearing and shows that the tenancy is on a month-to-month basis beginning on August 25, 2006, but does not state when rent is payable; that portion of the form has been left blank.

The landlord is claiming one months' rent from the tenants in the amount of \$1,250.00.

The landlord is also claiming \$120.00 for missing duvets, which the landlord testified were not in the unit when the tenants vacated. He stated that other duvets were in the unit, but were not the same quality. The tenant disputed that claim stating that the duvets left in the unit were in good condition.

The landlord is also claiming \$250.00, being \$50.00 per month for 5 months that the tenant's parents stayed in the unit. The tenant did not dispute that his parents stayed in the unit, but disputes that any additional rent is due to the landlord.

Analysis

Firstly, dealing with the duvets, the onus is on the landlord to prove the condition of the unit when the tenants took possession and when the tenants moved out of the unit. I have no condition inspection reports or any other evidence, other than the disputed verbal evidence of the landlord that the tenants left duvets that were in any poorer condition or of a lesser quality than the ones that were in the unit when the tenants took possession. For that reason, I find that the landlord has failed to establish that portion of his claim.

With respect to the landlord's claim for additional occupants, I have examined the tenancy agreement, and I find that there is not a condition or any stipulation that additional occupants were not welcome, nor that an additional charge would result, nor that the landlord's permission was required. Therefore, I find that the landlord has failed to establish that he is entitled to additional rents for additional occupants.

With respect to the landlord's claim for not having sufficient written notice of the tenants' intention to vacate the unit, I find that the tenancy agreement lacks enough information or conditions to substantiate the claim. The *Residential Tenancy Act* states:

45 (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

- (a) Is not earlier than one month after the date the landlord receives the notice, and
- (b) Is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

The evidence before me is that the landlord received the notice on July 15, 2009 and again on the rent cheque on July 27, 2009. Further, the tenancy agreement does not indicate when the rent is payable.

Conclusion

The landlord's application is hereby dismissed in its entirety.

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: August 04, 2010.

Dispute Resolution Officer