



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, CNR, MNR, MNDC, OLC, RPP, LRE, OPT, LAT, O, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord has applied for an order of possession and a monetary order. The tenants have applied to cancel a notice to end tenancy for unpaid rent; for an order of possession and for orders to have the landlord: comply with the Act, regulation or tenancy agreement; return the tenant's personal property; suspend or set conditions on the landlord's right to enter the rental unit; and authorize the tenant to change the locks on the rental unit.

At the start of the hearing the parties confirmed that the tenants have vacated the rental unit in mid August 2010. As a result, all matters except for those regarding the monetary issues are excluded from consideration in this hearing and both parties' applications are amended to reflect this.

Issues(s) to be Decided

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

Background and Evidence

The tenancy began on July 1, 2010 as a month to month tenancy for the monthly amount of \$700.00 due on the 1st of the month. No written agreement was created. The parties disagree on the issue of whether a security deposit was requested and whether or not a security deposit was paid.

The landlord contends that in mid June 2010 the parties agreed to a tenancy for a rental unit in the basement of this address. The landlord states the male tenant suggested that he would ensure a security deposit was paid. However, the landlord states that she did not specifically ask for one.

The tenants contend that the landlord never once mentioned the need for a security deposit until July 9, 2010, after the start of the tenancy and that it was not a part of the original agreement.

The landlord had agreed to accept rent of \$500.00 on July 1, 2010 and the remaining \$200.00 on July 15, 2010. The landlord states that she then informed the tenants that she would apply \$350.00 of the amount received to the security deposit and that she expected payment of the remaining \$550.00 for rent on July 15, 2010. The landlords issued a 10 Day Notice to End Tenancy for Unpaid Rent on July 19, 2010.

Analysis

In the case of verbal agreements, I find that where verbal terms are clear and both the landlord and tenant agree on the interpretation, there is no reason why such terms cannot be enforced. However when the parties disagree with what was agreed-upon, the verbal terms, by their nature, are virtually impossible for a third party to interpret when trying to resolve disputes as they arise.

Having said this, as the landlord did not specifically request a security deposit or discuss the amount of such a deposit, I accept the tenants entered into the verbal tenancy agreement under the belief that they were not required to pay a security deposit.

As a result, I find the tenants remain responsible for the payment of \$200.00 for rent for the month of July 2010. I also find that as the tenants failed to vacate the rental unit by the effective date of the notice but that they subsequently move out prior to this hearing they have accepted the end of the tenancy based on the notice and therefore are responsible for rent for the month of August 2010.

As the tenants were unsuccessful in their application, I dismiss there request for recovery of their filing fee.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$950.00** comprised of \$900.00 rent owed and the \$50.00 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: August 13, 2010.

Dispute Resolution Officer