

DECISION

Dispute Codes OPE, MNR, DRI, CNE, CNC, CNR

Introduction

There are applications filed by both parties. The Tenant has filed an application to cancel 3 notices to end tenancy notices and to dispute an additional rent increase. The Landlord has also filed an application for dispute for a 1 month notice to end tenancy for cause and a monetary order request for unpaid rent.

Both parties attended the hearing in person and gave testimony.

At the beginning of the hearing both parties came to an agreement to mutually end the tenancy on June 30, 2011 at 1:00pm. The Landlord made an oral request for an order of possession. Both parties have agreed to end the tenancy for this dispute and have only consented to this agreement as the monetary order request will be dealt with by arbitration. The Landlord is granted an order of possession for June 30, 2011 at 1:00pm.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent?

Background and Evidence

Both parties have attended the hearing and have referred to the others evidence packages. Both parties state that there is no signed tenancy agreement, but that everything was done verbally.

The Landlord claims \$4,680.00 in unpaid rent in their amended details. The Tenant has confirmed receiving the amendment.

The Landlord claims that the Tenant moved in on December 8, 2010 and did not begin paying rent until February 25, 2011. The Landlord has submitted a "Tenant Inquiry Page" as evidence that the Tenant was in arrears since the beginning of the Tenancy. The Tenant disputes that the Tenancy did not begin until January 8, 2011 as the rental unit promised to her by the Landlord was given away to another. The Landlord's evidence shows that these amounts were both credited and then debited for this

account. The January rent for the alternate unit shows a charged amount of \$1,370.00 - \$200.00 (for an employee discount) and no salary payment. The Tenant has provided some evidence in the form of pay stubs that confirm the deductions and payments from February 25, 2011 and on. The Tenant disputes the other charges stating that she is only in arrears from May 1, 2011.

Analysis

As both parties have attended the hearing in person and have referred to the evidence of the other, I am satisfied that both have been properly served with the notice of hearing and evidence packages submitted.

A mutual end to the tenancy was reached by both parties for June 30, 2011 at 1:00pm. The Landlord made an oral request for an order of possession for this time. As both parties have agreed to settle the issue of the tenancy by ending it on this date indicated, I find that the Landlord is entitled to an order of possession for this. The Tenant must be served with the order of possession. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary order, I find that the basic terms of the tenancy are in dispute. As both parties agree that there is nothing in writing and that the agreement was verbal, I find that the responsibility of proving the claim falls on the Landlord as it is their application. Based upon the contradictory evidence provided by both parties and a lack of reliable documentary evidence, I find that the Landlord has failed to establish a claim for the disputed arrears. The Tenant has conceded that she is in arrears from May 1, 2011 onwards. The Landlord is claiming \$200.00 from the month of April stating that the Tenant was not entitled to the employee discount after termination on April 5, 2011. I find that as the rent was due April 1, 2011 and the entitlement was automatically deducted at that time of the credit and without any evidence from the Landlord that the Tenant is not entitled to a pro-rated amount following the termination of employment, I find that the Landlord has failed to establish a claim in this part of the claim and as such dismiss the claim to return the \$200.00 employment credit. The Tenant is in arrears for \$1,070.00 for each month of May and June as stated in her direct testimony. The Landlord has established a monetary claim of \$2,140.00. I grant the Landlord an order under section 67 for the balance due of \$2,140.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that court.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$2,140.00.

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: June 09, 2011.

Residential Tenancy Branch