



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for unpaid rent; and to recover the filing fee associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of an apartment within a work camp facility. Pursuant to a written agreement, the month to month tenancy started on June 3rd, 2008. The rent at the end of the tenancy was \$450.00 per month. The tenant paid a security deposit of \$175.00. The landlord stated that the tenant was occasionally late paying rent but would eventually catch up with arrears; however since February 2011 the tenant did not pay rent. He stated that the tenant left sometime between May 16th and May 18th, 2011 without giving proper notice.

The landlord's monetary claim is for four months of unpaid rent for the combined sum of \$1800.00.

The tenant testified that there never was a written tenancy agreement; that he originally moved into a smaller rental unit; that he later moved into a larger one, paid an additional amount for his security deposit and that he did not get a receipt for that supplement. He did not dispute that he owed rent from February to May 2011 and that he moved out on May 16th. He said that he always paid rent in the middle of the month, and that at some point he could no longer find the landlord to pay the rent.

The landlord clarified that he was away for 4 days in April due to a death in the family, and that all the other tenants had no trouble paying rent on time every month. The landlord provided a copy of the tenancy agreement signed by the tenant on June 3rd, 2008.

Concerning the tenant's claim that he paid a supplemental amount to his original security deposit, it occurred before this landlord took over the company and no record was produced by either party to verify this claim.

Analysis

On the parties' testimony it is not disputed that the tenant did not pay rent between February and May 2011, and that the tenant left without giving proper notice to the landlord on May 16th. Whether rent was due on the 1st or the middle of the month makes no difference to the amount of unpaid rent, as the landlord is entitled to recover the loss of rental income for every month between February and the end of May 2011.

Concerning the tenant's security deposit, in the absence of evidence I grant the tenant an additional \$50.00 for a security deposit totalling \$225.00. Based on the Residential Tenancy Branch interest calculator, the interest accrued on that amount for a tenancy

between June 3, 2008 and May 16th, 2011 is \$1.95 for a security deposit totalling \$226.95.

Conclusion

The landlord established a claim of \$1800.00. I authorize the landlord to retain the tenant's \$226.95 security deposit for a balance owing of \$1573.05. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$1623.05.

This Order may be registered in the 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 *Residential Tenancy Act*.

Dated: August 23, 2011.

Residential Tenancy Branch