



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR and FF

Introduction

This application was brought by the landlord on October 3, 2011 seeking a Monetary Order for unpaid rent and recovery of the filing fee for this proceeding.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a Monetary Order for unpaid rent and recovery of the filing fee for this proceeding.

Background and Evidence

This tenancy began on January 1, 2007 and ended on June 30, 2011. Rent was \$1,000 per month and the landlord holds a security deposit of \$500 paid on or about January 1, 2007.

As a matter of note, this tenancy was the subject of a hearing on September 2, 2011 as a result of which the tenant was granted a monetary award for damage or loss under the legislation or rental agreement, extra rent she required to pay when the landlord, actually a tenant herself, gave up her tenancy on relatively short notice.

In the present matter, the "landlord" seeks payment of the rent for June 2011.

The landlord stated that she had paid the property manager the full rent for June 2011 of \$1395 for the whole house, \$1,000 of which was the responsibility of the upstairs tenant, the respondent in the present matter.

The tenant agreed that she had not paid the full rent for the month, but that she had agreed that the landlord could retain the security deposit to cover the first two weeks on the belief that the landlord's tenancy had ended on June 15, 2011.

The tenant stated that she had come to believe that the landlord's tenancy had ended on the 15th due to written correspondence from her, but the landlord and her co-tenant/landlord both gave evidence that while they had been in the process of moving from the 15th to the 30th of June 2011 the rent had been paid to the property manager until June 30, 2011.

She stated that the cited correspondence had meant to offer the tenant some use of the space for the contested period and that such correspondence had been part of an effort to conclude matters without a hearing.

In the absence of a receipt or cancelled cheque or written submission from the property manager, I permitted the landlord to contact the property manager, who was travelling out of the country, to have him call in to the hearing to give evidence on the question.

However, when he joined the hearing, the property manager stated that he did not have the records with him and he was unable to recall the specific end of tenancy date, although he confirmed that it is common practice that a tenancy ends at the end of a rental period; in other words, at the end of the month.

Analysis

Given the tenant's agreement that she only granted the security deposit against June rent to the applicant and did not begin to pay the property manager until June 1, 2011, I find on the balance of probabilities the tenant owes the landlord for the remainder of the rent for June 2011.

As the applicant landlord did not complete a rental agreement or proper notice to end the tenancy, or submit any documentary evidence in support of her claim to have paid the June rent, I decline to award the filing fee on the grounds that her disregard for the *Act* seriously and unnecessarily complicated the conclusion of this tenancy.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Rent for June 2011	\$1,000.00
Less interest on security deposit from January 1, 2007 to date	- 15.11
TOTAL	\$ 484.89

Conclusion

In addition to confirmation of the right to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for \$484.89, for service on the tenant.

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: December 20, 2011.

Residential Tenancy Branch