



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR OPC MNR MNSD FF

Introduction

The landlord filed two applications concerning the same tenant, at two rental units in the same house. Both applications contained identical claims against the same respondent; the only difference between the two applications was the rental unit address. The landlord attended both hearings. Despite having been served with both applications for dispute resolution and notices of hearing by registered mail on November 3, 2011, the tenant did not participate in either conference call hearing. I determined it was appropriate to join the two applications and address them both in one decision.

The landlord stated that the tenant had moved out, so the landlord no longer required an order of possession. Accordingly, I dismissed the portions of the applications regarding an order of possession.

The landlord requested an amendment to her applications to increase the monetary claim to \$5,000. The landlord served the tenant with the amendments by email. Email is not a permissible method of service under the Act, and I therefore decline to allow the requested amendments. The landlord is at liberty to make a new application for her additional monetary claims.

Issue(s) to be Decided

Is the landlord entitled to \$2160 in unpaid rent?

Background and Evidence

The tenant moved into rental unit A on July 15, 2006. The tenancy agreement indicates a monthly rent of \$2075. On July 1, 2006 the landlord received from the tenant a security deposit of \$1037.50.

Approximately one and a half years later, the landlord and tenant entered into a verbal agreement that the tenant would take over the other side of the house, rental unit B.

They agreed that the tenant would pay a total rent of \$3260, and the tenant could rent out unit B to subtenants.

In June 2011 there were no subtenants occupying unit B. The landlord agreed to reduced the tenant's rent to \$2160 for unit A while unit B was unoccupied. The tenant did not pay rent for November 2011. The landlord has claimed \$2160 in unpaid rent for November 2011.

Analysis

I find that the landlord is entitled to unpaid rent for unit A for November 2011 in the amount of \$2075. The only written evidence of the rental amount is the original amount of rent set out in the tenancy agreement. The landlord did not provided evidence of a new written tenancy agreement or any notices of rent increase during the tenancy.

I find there was no clear evidence of a tenancy, if any, between the landlord and the tenant regarding unit B.

The landlord is entitled to recovery of the filing fee for the cost of her application for rental unit A, the original rental unit, in the amount of \$50. As there was no clear evidence of a tenancy between the landlord and the tenant for unit B, I decline to award the landlord the filing fee for the application for unit B.

Conclusion

The landlord's application regarding unit B is dismissed.

The landlord is entitled to \$2125. I order that the landlord retain the security deposit and interest of \$1071.60 and grant the landlord a monetary for the balance due of \$1053.40. This order may be filed 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: December 5, 2011.

Residential Tenancy Branch