



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an application made by the landlord for a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

Both parties attended the conference call hearing, provided affirmed testimony, and provided evidence in advance of the hearing. The parties were also given the opportunity to cross examine each other on the evidence, all of which has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent or utilities?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Background and Evidence

The landlord testified that this tenancy began on May 1, 2011 and ended on May 31, 2011. The rental unit is a bachelor suite that was to be occupied by two people. The tenant agreed to share the rental unit, and each of the two tenants was to pay \$350.00. The tenant told the landlord that the tenant wanted a 1 year lease and a tenancy agreement was signed by the parties but not provided for this hearing. The other tenant could not afford to pay \$700.00 per month, so the landlord issued a notice to end tenancy and that tenant moved from the rental unit on June 30, 2011.

The landlord advertised the rental unit on Craig's List but does not recall the date.

A hearing was conducted on September 29, 2011 under file number 776351 wherein the tenant claimed return of the security deposit from the landlord, and the landlord was ordered to pay the tenant double the amount in addition to the \$50.00 filing fee for the cost of the tenant's application. The total monetary order against the landlord was \$400.00 which has not been paid to the tenant. A copy of the Decision and the Order resulting from that hearing was provided by the tenant in advance of this hearing.

The landlord claims unpaid rent for the month of June, 2011 in the amount of \$350.00 and \$700.00 for July, 2011 in addition to the \$50.00 filing fee for the cost of this application.

The tenant does not dispute that the tenancy lasted only one month, and testified that on April 28 or 29, 2011 the parties had a conversation wherein the landlord told the tenant that it was okay if the tenant only stayed one month. The tenant denies that any tenancy agreement was signed nor did the parties agree to a fixed term tenancy for a year.

Analysis

The *Residential Tenancy Act* states that in a month-to-month tenancy, the tenant is required to give the landlord one month's notice to vacate the rental unit in writing, and the notice must be given to the landlord prior to the end of a month if rent is due on the 1st of the month.

I am not satisfied in the evidence before me that any fixed term tenancy was agreed upon by the parties. There is no dispute that the tenant did not give the landlord any notice to vacate, and therefore, I find that the landlord is entitled to a monetary order for \$350.00 for unpaid rent for the month of June, 2011 only. The landlord is also entitled to recovery of the \$50.00 filing fee for the cost of this application.

The tenant currently has a monetary order against the landlord in the amount of \$400.00, and I find that each of the monetary orders should be set off from one another, and neither party shall recover any more money from the other.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$400.00. This

order shall be set off from the order granted by the Residential Tenancy Branch under file number 776351, and neither party shall recover any amount from the other party.

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: January 13, 2012.

Residential Tenancy Branch