



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR, OPR, MNR, MNDC, RR, FF

Introduction

This hearing was convened in response to an application by the landlord **and** an application by the tenant.

The tenant filed pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. To cancel an 10 Day Notice to End for Unpaid Rent - Section 46
2. Allow tenant to reduce rent for repairs for services agreed upon – Section 65
3. A Monetary Order for compensation for damage or loss – - Section 67
4. An Order for the landlord to comply with the Act – Section 62
5. To suspend or set conditions on Landlord's right to enter – Section 70
6. An Order to recover the filing fee for this application - Section 72
- 7.

The landlord filed pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55
2. A Monetary Order for unpaid rent - Section 67

Both parties appeared in the conference call hearing and participated with their submissions and testimony during the hearing. The parties acknowledged possession of one another's document evidence in this matter.

The tenant advised they have vacated the rental unit and possession of the unit has reverted to the landlord.

As preliminary, I **dismiss** the party's respective portions of their respective applications pertaining to an existing tenancy, without leave to reapply. In addition, the tenant

determined to withdraw their application for compensation for loss of quiet enjoyment (harassment). Effectively, the tenant's application **is dismissed**.

Issue(s) to be Decided

Is the landlord entitled to the monetary amount claimed?

Background and Evidence

The testimony of the landlord and the tenant is that this tenancy has been the subject of dispute since the start of the tenancy May 04, 2012 (tenant), or May 06, 2012 (landlord). I do not have benefit of a written tenancy agreement purported by the landlord, and disputed to exist by the tenant. However, the parties agree that, in the least, the landlord had a verbal tenancy agreement with both of the named tenants in this matter. The tenancy ended May 28, 2012, when the tenant vacated due to the ongoing acrimony in the tenancy – both parties claiming incidents of assault and ongoing dispute with reported incidents of police attendance.

Rent in the amount of \$1650.00 was payable by the tenant each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$825.00. The parties agree that the first month's rent from May 2012 was to be "free" – that the rent for May 2012 was not payable by the tenant. The landlord claims that the tenant failed to pay rent for May 2012. The tenant testified they did not pay rent for May because May 2012 was to be free of rent. The tenant provided a hand written document by the landlord stating the rent for May 2012 would be "free". The landlord testified that he gave the tenant such a document, but that it was conditional.

Analysis

On preponderance of all the evidence submitted and upon all oral evidence

provided by both parties I find the landlord is not entitled to rent for the month of May 2012. I have reviewed the written document exchanged by the parties, and I find that

there were no conditions stipulated guiding the “free” rent status for May 2012. As a result, **I dismiss** the landlord’s application for a Monetary Order for unpaid rent.

Conclusion

The tenant’s application **is dismissed**, with leave to reapply.

The landlord’s application **is dismissed**, without leave to reapply.

This Decision is final and binding upon both parties.

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: May 30, 2012

Residential Tenancy Branch