



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to obtain a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

Service of the hearing documents, by the Tenant to the Landlord, was done in accordance with section 89 of the *Act*, sent via registered mail on March 21, 2012. Mail receipt numbers were provided in the Tenant's verbal testimony. Based on the Tenant's submission I find that the Landlord is deemed to be served the hearing documents on March 26, 2012, the fifth day after they were mailed as per section 90(a) of the *Act*.

The Tenant appeared at the teleconference hearing and gave affirmed testimony. No one appeared on behalf of the Landlord despite her being served notice of this proceeding in accordance with the *Act*.

### Issue(s) to be Decided

1. Is the Tenant entitled to a monetary order?

### Background and Evidence

The Tenant affirmed that she responded to an advertisement for a room for rent that she saw on February 2, 2012. She met with the Landlord in early February and agreed to a verbal month to month tenancy at \$340.00 per month. She paid the Landlord a down payment of \$100.00 in early February and the balance of March 2012 rent of \$240.00 was paid when she moved in on February 29, 2012.

The rental agreement was for shared accommodations in a 1 bedroom apartment. Her Landlord was not the owner of the apartment. The Landlord slept on the couch in the living room while the Tenant shared the 1 bedroom with the Landlord's teenage daughter.

The Tenant referenced her evidence which included several e-mails between her and the Landlord in support of her testimony that on March 7, 2012, the Landlord told her to find other accommodations. She was able to find new accommodations and moved out the next day, March 8, 2012.

The Tenant pointed to a copy of a written agreement that she provided in her evidence where the Landlord agreed to refund her the balance of March's rent in the amount of \$225.00.

In closing the Tenant advised that she had checked with the building manager and confirmed that her Landlord was not the owner of the apartment they were living in.

### Analysis

Upon review of the evidence before me, in the absence of any evidence from the Landlord who did not appear despite being properly served with notice of this proceeding, I accept the version of events as discussed by the Tenant and corroborated by her evidence.

The evidence supports the Landlord requested the Tenant move out on March 7, 2012 and the parties signed a mutual agreement where the Landlord agreed to refund the Tenant the balance of her March 2012 rent in the amount of \$225.00.

Based on the aforementioned I find the Tenant has met the burden of proof to establish her claim and I award her a monetary award in the amount of \$225.00.

### Conclusion

The Tenant has been issued a Monetary Order in the amount of **\$225.00**. This Order is legally binding and must be served upon the Landlord.

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 24, 2012.

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Residential Tenancy Branch