



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPE, OPC, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an application made by the landlord for an Order of Possession because the tenant's employment with the landlord has ended; for an Order of Possession for cause; 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.

An agent for the landlord attended the conference call hearing, gave affirmed testimony and provided evidence in advance of the hearing. However, despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents personally on May 23, 2012, the tenant did not attend.

All evidence and testimony provided has been reviewed and is considered in this Decision.

During the course of the hearing the landlord stated that the tenant moved from the rental unit and therefore an Order of Possession is not required. The landlord withdrew those portions of the application.

Issue(s) to be Decided

The issue remaining to be decided is:

- 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's agent testified that this month-to-month tenancy began on March 1, 2012. The rental unit is a suite in a motel, and the tenant was hired to do maintenance for the landlord at the motel and the tenant's spouse was hired as a cleaning person. The landlord's agent further testified that the rental unit rents for \$1,400.00 per month

and the tenant was given a \$400.00 per month rent reduction as well as an hourly rate for services provided to the landlord. Rent in the amount of \$1,000.00 per month was payable in advance on the first day of each month, although there is no written tenancy agreement. The landlord did not collect a security deposit or a pet damage deposit from the tenant.

The landlord's agent further testified that the tenant had caused problems for other tenants within the complex, and on May 11, 2012 the tenant assaulted the landlord's spouse by pushing, and the police were called. The landlord told the tenant at that time that the tenant was fired, and the tenant responded by saying that the tenant's spouse quit. The tenant was served on May 11, 2012 with a notice to end tenancy which contained an expected date of vacancy of June 30, 2012. The tenant vacated the rental unit on June 4, 2012.

The landlord requests a monetary order for one month's rent. At the time that the landlord's application was filed, the landlord did not know when the tenant would be vacating the rental unit, and the landlord claimed unpaid rent for June and July, 2012 in the amount of \$1,400.00 for each of those months. Since the tenant has vacated the rental unit, the landlord claims one month of rent, or \$1,400.00 in addition to the \$50.00 filing fee for the cost of this application.

The landlord has not placed advertisements on any free website or in any local newspapers, stating that those advertisements seem to attract undesirable potential tenants, but an advertisement is outside of the complex all the time and currently a marquis sign is lit up and a sandwich board type of sign is also outside the rental complex.

Analysis

The *Residential Tenancy Act* states that a landlord may end a tenancy respecting a rental unit if the landlord has cause, or the tenant has not paid rent, or the landlord needs the rental unit for the landlord's use. A tenant may end a tenancy by giving the landlord one month's notice to vacate which must be given the day before the day rent is payable under the tenancy agreement. Although the parties did not prepare or sign a tenancy agreement, the *Act* states that a tenancy agreement exists whether or not it is put in writing.

The landlord has not provided any evidence that the tenant agreed to rent in the amount of \$1,400.00 per month, however I accept the undisputed testimony of the landlord's agent that the tenant was paying \$1,000.00 per month, and I accept the undisputed testimony of the landlord's agent that the tenant vacated the rental unit on June 4, 2012.

I further find that if the tenant had given notice to vacate the rental unit on May 11, 2012 when the landlord's notice to end the tenancy was given, the tenant's notice would not take effect until the end of June, 2012 in any event. Therefore, I find that the landlord has established a claim in the amount of \$1,000.00 in addition to the \$50.00 filing fee for the cost of this application.

Conclusion

For the reasons set out above, the landlord's applications for an Order of Possession are hereby dismissed as withdrawn.

I hereby grant a monetary order in favour of the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,050.00.

This order is final and binding on the parties and may be enforced.

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: June 12, 2012.

Residential Tenancy Branch