



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNR, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for money owed or compensation for damage or loss and damage to the rental unit, for authority to retain the tenant's security deposit and for recovery of the filing fee.

The parties appeared, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

The evidence was discussed; the landlord said that she had not submitted her evidence to the tenant. I therefore did not consider the evidence. I did allow the landlord to testify as to her evidence.

Thereafter all parties gave affirmed testimony, were provided the opportunity to present their evidence orally and to refer to documentary evidence timely submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to a monetary order and to recover the filing fee?

Background and Evidence

This tenancy began in December 2007, I heard testimony that the tenant moved into the rental unit in January 2008, monthly rent started at \$560.00, the ending monthly rent was \$600.00 and that no security deposit was paid by the tenant.

There was no written tenancy agreement. The rental unit was in the lower suite and the landlord/owner lived in the upper suite.

The landlord's monetary claim is in the amount of \$13,408.00, which is comprised of unpaid rent throughout the tenancy.

The landlord supplied a tenant ledger sheet, showing the monthly rent owed and payments made since 2007.

When questioned, the landlord stated that during the course of the tenancy, there were long periods of time when the tenant made no payments or only partial payments. The landlord said that the tenant was a friend and that she understood the tenant's employment problems, which is the reason she allowed the tenant such leniency.

In response, I asked the tenant if she agreed that she owed this amount, and the tenant said "yes."

I note that the tenant disputed the dates the renovation project in the rental unit took place.

There was no evidence of the renovation period and the landlord said she did not charge the tenant for those months.

Analysis and Conclusion

Due to the tenant's agreement that she owed the amount claimed by the landlord, I find the landlord has sufficiently established her monetary claim of \$13,408.00. I also accept the evidence of the landlord as being sufficient to establish that the tenant owed this amount in unpaid rent.

I find the landlord has established a total **monetary claim** in the amount of **\$13,508.00**, comprised of unpaid rent and the filing fee of \$100.00.

I therefore grant the landlord a final, legally binding monetary order in the amount of \$13,508.00, which I have enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement.

Although the landlord applied to retain the tenant's security deposit, the undisputed testimony of the parties is that the tenant did not pay a security deposit. I therefore have declined this request.

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: August 17, 2012.

Residential Tenancy Branch