



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

Tenant's application: CNR; MNDC; OLC; FF

Landlords' application: OPR; OPQ; MNR; MNDC; FF

Introduction

This Hearing was convened to consider cross applications. The Tenant seeks to cancel a *10 Day Notice to End Tenancy for Unpaid Rent* issued July 25, 2012 (the "Notice"); compensation for damage or loss under the Act, regulation or tenancy agreement; an Order that the Landlords comply with the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Landlords.

The Landlords seek an Order of Possession; a Monetary Order for unpaid rent; compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Tenant.

The Landlord and the Tenant gave affirmed testimony at the Hearing.

The Landlord testified that she received the Tenant's Notice of Hearing documents on July 27, 2012. The Tenant testified that she received the Landlord's Notice of Hearing documents on or about August 8, 2012 by registered mail.

Preliminary Matters

During the course of the Hearing, it was established that the Tenant has moved out of the rental unit. The Tenant testified that she moved out on August 4, 2012. The Landlord testified that she moved out on August 13, 2012. However, it is clear that the Tenant has moved and that the tenancy is over. The Tenant stated that she wanted to withdraw her application.

Therefore, the Tenant's application is dismissed as withdrawn.

The Landlord no longer requires an Order of Possession and therefore that portion of the Landlord's application is also dismissed. The Hearing continued with respect to the remainder of the Landlord's application only.

Issues to be Decided

- Is the Landlord entitled to a monetary award for unpaid rent and damage to the rental unit?

Background and Evidence

The rental unit is one of two suites in the basement suite of a house. The Landlords occupy the upper suite.

There is no written tenancy agreement. The Tenant's mother occupies the other suite in the basement. The Tenant moved into the rental unit on March 13, 2012.

The Tenant testified that rent was \$500.00 per month, due on the 15th of every month.

The Landlord testified that rent was \$600.00 per month, due on the first of every month. She stated that originally rent was \$500.00, but that the Tenant had another occupant move into the rental unit, so she increased the rent to \$600.00. The Landlord stated that rent was due on the first day of every month. She testified that she and the Tenant had an arrangement that the Tenant could pay rent in the amount of \$600.00 per month, by paying \$300.00 every two weeks.

The Tenant stated that she paid the rent in cash and that she doesn't owe any rent, but that the Landlord did not provide receipts.

The Landlord stated that she does not know the extent of the damage to the suite yet.

Analysis

A landlord is required under the Act to prepare a tenancy agreement in writing and to provide the tenant with a copy of the agreement. In this case, the Landlords did not prepare a written tenancy agreement, contrary to the Act. A landlord may require an additional amount of rent if additional occupants move into a rental unit, but it must be a term of the written tenancy agreement. Otherwise, it is an illegal rent increase. Based on the parties' testimony, I find that monthly rent was \$500.00. Based on the testimony of both parties, I find that rent was paid on the first and the 15th of every month.

A landlord is required under the Act to provide receipts for rent paid in cash. In this case, the Landlords did not issue receipts for cash rent contrary to the Act.

With respect to the Landlords' claim for unpaid rent, I find that the Landlords did not provide sufficient evidence that any rent was due and this portion of their application is dismissed.

I find the Landlords' application for compensation for damage or loss is premature, and this portion of their application is dismissed with leave to reapply.

The Landlords have not been successful in their application and I find that they are not entitled to recover the cost of the filing fee from the Tenant.

Conclusion

The Tenant's application is dismissed as withdrawn.

The Landlord's application for an Order of Possession; a Monetary Order for unpaid rent; and to recover the cost of the filing fee from the Tenant is dismissed without leave to reapply.

The Landlord's application for compensation for damage or loss is dismissed with leave to reapply.

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 28, 2012.

Residential Tenancy Branch