



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNSD

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$350.00 and a request to retain the security deposit towards the claim.

Background and Evidence

This tenancy began August 1, 2007 with a monthly rent of \$695.00 and at that time the tenant paid a security deposit of \$347.50.

This tenancy ended on July 31, 2012.

The applicant testified that:

- The tenant started employment at the rental property as assistant manager on February 1, 2008, and was given a \$300.00 rent adjustment towards wages.
- The rent adjustment was paid in the current month, and therefore the adjustment for February 2008 was given in February 2008.
- The tenant's last months as assistant manager was June 2012, and she was given a rent adjustment for June 2012.

- The tenant did not work as the assistant manager for July 2012 and therefore was required to pay the full rent for the month of July 2012 however she failed to do so, and deducted off \$300.00.
- Since the tenant was no longer employed as assistant manager she did not have the right to deduct the \$300.00 off the rent for July 2012, and therefore they are requesting an order to keep that amount from her security deposit.
- They are also requesting recovery of the \$50.00 filing fee.

The respondent testified that:

- She was given a rent adjustment of \$300.00 per month while employed as assistant manager; however the adjustment was applied to the rent for the month following each month of employment.
- She has supplied a receipt for February 2008, the first month of employment, which shows that she paid her full rent for that month.
- Therefore since the rent adjustment is applied to the month following each month of employment, the rent adjustment for June 2012 employment should have been applied to July 2012 rent, and that is why she did not pay the full rent for July 2012.

Analysis

It is my finding that there is no rent outstanding for the month of July 2012.

The landlord has stated that the tenant's employment began on February 1, 2008 and the rent adjustment started at that time, however the tenant has provided proof that she paid the full rent for the month of February 2008, which supports the tenants claim that the rent adjustment was applied to the month following each month of employment.

The landlord has supplied employment records showing that the rent adjustment was given for the month of February 2008, however that record does not show in which month the adjustment was applied.

It is my finding that the tenant has shown "on the balance of probabilities" that the rent adjustment was applied to rent for the month following each month of employment. Therefore since the tenant worked for the full month of June 2012, the rent adjustment must be applied to the month of July 2012.

Conclusion

The landlord's application is dismissed in full without leave to reapply and I have issued an order for the landlord to return the \$300.00 remaining portion of the tenant's security deposit.

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: October 24, 2012.

Residential Tenancy Branch