



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

OPE, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession because employment with the Landlord has ended; a monetary Order for money owed or compensation for damage or loss; to retain all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

The female Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were personally served to the male Tenant on October 05, 2012. The male Tenant acknowledged receiving these documents from the Landlord and the female Tenant stated that she received them from the male Tenant.

The female Agent for the Landlord stated that a package of evidence, which included a One Month Notice to End Tenancy, was posted at the rental unit on October 26, 2012. The male Tenant acknowledged receiving evidence on October 26, 2012, but he stated that the One Month Notice to End Tenancy was not included with this evidence.

As the Tenant did not acknowledge receiving the One Month Notice to End Tenancy on October 26, 2012 or when the Landlord allegedly served the female Tenant with the One Month Notice to End Tenancy on July 05, 2012, the Landlord was advised that I could not consider that document when determining this matter. The Landlord was given the opportunity to request an adjournment for the purposes of re-serving this document. After being advised that I believed the Notice was critical to the claim for an Order of Possession and the claim for lost revenue from the month of November, the female Agent for the Landlord declined the opportunity to request an adjournment and withdrew the application for an Order of Possession and for lost revenue from November.

Issue(s) to be Decided

Is the Landlord is entitled to compensation for lost revenue/unpaid rent from September and October of 2012, to keep all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The Landlord and the Tenant agree that the Tenant moved into the rental unit in December of 2012; that the parties signed a contract which authorized them to occupy the rental unit, at no charge, during their employment with the Strata Corporation; that the contract identifies the market rent for their living accommodations to be \$800.00; that the Tenant paid a security deposit of \$400.00; that the contract requires the Tenant to vacate the rental unit when the employment ends; that the contract requires the Tenant to pay market value rent if the Tenant continues to occupy the rental unit after the end of the employment; that the Tenant's employment ended on July 30, 2012 or July 31, 2012; that the rental unit was vacated on October 31, 2012; and that no rent was paid for September or October of 2012.

The male Agent for the Landlord stated that on July 25, 2012 or July 27, 2012 he was present when another agent for the Landlord served the female Tenant with a One Month Notice to End Tenancy, and that the female Tenant signed the Notice to acknowledge service of the document. The female Tenant stated that she was never served with a One Month Notice to End Tenancy.

The Tenant contends that they should not be required to pay rent for September or October, as the Landlord owes them money arising from their employment. Neither party was permitted to introduce evidence regarding this allegation.

Analysis

On the basis of the undisputed evidence presented at the hearing, I find that the Landlord and the Tenant had an agreement that related both to a tenancy and employment. I find that this agreement stipulated that the Tenant could occupy the rental unit as a term of their employment; that the Tenant would pay market rent of \$800.00 if the employment ended; that the employment ended on July 31, 2012; and that no rent was paid for October or September of 2012. As the Tenant agreed to pay rent of \$800.00 if the employment ended and the Tenant continued to occupy the rental unit, I find that the Tenant is obligated to pay rent of \$1,600.00 for the two months they occupied the rental unit after the end of their employment.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

I note that I do not have authority to adjudicate matters relating to employment. I have not, therefore, considered whether money is owed to the Tenant in regards to the employment relationship with the Landlord.

### Conclusion

I find the Landlord has established a monetary claim of \$1,650.00, which is comprised of \$1,600.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. I authorize the Landlord to retain the security deposit of \$400.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$1,250.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: November 07, 2012.

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Residential Tenancy Branch