



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OP, MN, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

1. A monetary order pursuant to Section 67;
2. An Order of Possession pursuant to Section 55; and
3. An Order to recover the filing fee pursuant to Section 72.

Both parties attending the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. Neither party requested an adjournment or a Summons to Testify.

On the basis of the solemnly sworn evidence presented at the hearing a decision has been reached.

Issue(s) to be Decided

Whether the landlord has cause to end this tenancy and receive an Order of Possession and whether the landlord is entitled to monetary order including recovery of the filing fee.

Background and Findings

Order of Possession

The tenant has now vacated the rental unit and therefore an Order of Possession is not required.

Monetary Order

The landlord gave evidence that this tenancy began on June 1, 2012 with rent payable of \$900.00 per month. The landlord says that sum includes \$100.00 towards utilities and any utilities above that sum were to be paid by the tenant. The landlord testified that this was a verbal agreement between herself and the tenant and there is no written tenancy agreement. The landlord therefore submitted that she is claiming \$1,481.63 in utilities. The landlord did not submit copies of any invoices.

Further, the landlord says the tenant gave notice to vacate on February 27, 2013 and she vacated on March 15, 2013 without paying all of March's rent. The landlord testified that the extant told her she could keep the \$400.00 security deposit but the landlord is claiming the remainder of the rent for March.

The tenant agrees that she gave her notice on February 27, 2013 following service of a 10 day Notice to End Tenancy served on March 4, 2013.

With respect to the utilities the tenant says there was no agreement to pay anything other than \$900.00 per month which sum included utilities.

Analysis

The burden of proving this claim is with the landlord. With respect to the landlord's claim for utilities the tenant disagrees with the landlord's version of the verbal tenancy agreement. I find that the landlord has failed to bring sufficient evidence to prove her version and I will therefore find that the rent was \$900.00 per month including utilities. The landlord's claim for unities is therefore dismissed.

With respect to full rent for March, the tenant agrees she gave notice on February 27, 2013 and vacated on March 15, 2013. This is not sufficient notice. When a tenancy runs from the first of the month a tenant must give notice the day before the first of the month and the tenant must give a full months' notice. A notice given February 27, 2013 would not be effective until March 31, 2013. I therefore find that the tenant is responsible for paying March's rent in full. As the landlord has been allowed to retain the \$400.00 security deposit the balance remaining owing by the tenant to the landlord is \$500.00.

Filing Fees

I find that the landlord is entitled to recover the filing fees paid for this application.

Calculation of total Monetary Award

| | |
|----------------------------------------------|--------|
| Rent owing for March | 500.00 |
| Filing Fees for the cost of this application | 50.00 |
| Total Monetary Award | 550.00 |

Conclusion

The landlord is provided with a formal copy of an order for the total monetary award as set out above. This is a final and binding Order as any Order of the Provincial Court of British Columbia.

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: April 10, 2013

Residential Tenancy Branch

