



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions under oath.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on November 19, 2012 and ended on April 20, 2013. Rent of \$400.00 was payable monthly. The security deposit was dealt with in a previous decision.

The Landlord states that she spent time helping the Tenant get to a hospital and calling an ambulance for the Tenant while the Tenant was sick and that as a result the Landlord lost time from work. The Landlord claims \$500.00 for three days lost wages.

The Landlord states that the Tenant failed to pay rent for April 2013 and claims \$400.00. The Tenant states that he tried on several occasions to pay the rent for April but the Landlord refused to take the rent and told the Tenant to save it for his next Landlord. The Parties agree that there is no written tenancy agreement. The Tenant states that the rent payable date fluctuated throughout the tenancy. The Landlord agrees that they would not take the rent for April 2013 as they had earlier served the Tenant with a one month notice to end tenancy for cause.

Analysis

Section 26 of the Act provides that rent is payable when it is due under the tenancy agreement. Although there is no written tenancy agreement, I accept that the parties entered into an oral tenancy agreement. Based on the undisputed evidence of the Parties that rent was offered to the Landlord and not accepted by the Landlord and that the Tenant moved out of the unit as requested by the Landlord, I find that the Landlord repudiated the agreement to pay the rent, ended the tenancy and that the Tenant acted on the repudiation and moved out of the unit. I therefore dismiss the Landlord's claim for unpaid rent.

As the Landlord's claim for compensation for lost employment income is not related to the tenancy, I dismiss this claim. As the Landlord's claims have not been successful, I decline to award recovery of the filing fee. In essence the Landlord's application has been dismissed in its entirety.

Conclusion

The Landlord's application is dismissed.

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 10, 2013

Residential Tenancy Branch