



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The tenancy began on or about March 1, 2013. Rent in the amount of \$3000.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$1500.00.

The landlord gave the following testimony:

The landlords stated that the tenancy was for a fixed term for one year. The landlords stated that the tenants paid \$3000.00 for the first month of their tenancy. The landlords stated the tenants did not pay again until December in the amount of \$12000.00. The tenants provided a further payment of \$5000.00. The landlords stated that the tenants have not met their obligation under the tenancy agreement or the Residential Tenancy Act. The landlord stated that there was never an agreement to reduce the rent to \$1500.00 a month as claimed by the tenants. The landlords are seeking \$16000.00 in unpaid rent.

The tenants gave the following testimony:

The tenants stated that after moving in they contacted the realty company that was acting as agent for the landlord and requested a rent reduction due to the poor condition of the home. The tenants stated that the agent advised that he would contact the owner and try to accommodate. The tenants stated that the agent “fell off the earth” in June 2013 and have not had contact with him since. The tenants stated that they endured constant water leaks during their tenancy. The tenants stated that they had a major flood in the basement one week after moving in and another significant flood in December. The tenants stated that they believed that they were on a month to month agreement. The tenants stated that they moved out on January 31, 2014 and left the home in much better condition that they had received it. The tenants stated that they feel they have paid up the rent fully for what they endured and that the landlord should not be entitled to any further rent.

Analysis

The relationship between these two parties is an acrimonious one. It was very apparent to me the level of mistrust and hostility between the parties during the hearing. It is important to note that this decision will only address the application that is before me. The tenants referred to compensation several times during the hearing. If the tenants are unable to come to an agreement with the landlord in terms of compensation the tenants are at liberty to file an application for a dispute resolution hearing if they so choose.

In the tenants own testimony they acknowledged that they had never reached a formal agreement in terms of a rent reduction or compensation. The female tenant also acknowledged signing a one year fixed term tenancy. Although the tenants left a month early the landlord was unable to rent the house and is entitled to the loss of revenue for the month of February as well as the unpaid rent. Based on the above I find that the landlord has been successful in his application.

As for the monetary order, I find that the landlord has established a claim for \$16000.00 in unpaid rent. The landlord is also entitled to recovery of the \$100.00 filing fee. I order that the landlord retain the \$1500.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$14600.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$14600.00. The landlord may retain the 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: March 27, 2014

Residential Tenancy Branch

