



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

CNR, CNL, MNR, DRI, FF

### **Introduction**

This hearing was convened in response to an application by the landlord **and** an application by the tenant.

The tenant sought to cancel a 10 Day Notice for Unpaid Rent (Notice to End), but has since vacated and solely seeks to dispute the landlord's claim for unpaid rent.

The landlord sought a Monetary Order to recover rental arrears and inclusive of recovery of the filing fee associated with this application.

Both parties appeared in the conference call hearing and participated with their submissions and testimony.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The testimony of the landlord and the tenant is that the tenancy began May 01, 2013 and ended May 28, 2014. It is undisputed that the agreed rent for the unit was in the amount of \$800.00 per month payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$400.00 which they retain in trust. The tenant failed to pay rent in the month

of May 2014, and on May 03, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent for the unpaid rent for May 2014 and arrears of rent of \$300.00. The tenant argues that they had a verbal agreement with the landlord that rent would be \$650.00 per month as of March 2014 and as a result the tenant paid only \$650.00 for March and April 2014. The tenant also claims the landlord had told them they wanted the rental unit for a convalescing relative, therefore the tenant determined the later to mean the landlord was providing the tenant with a 2 Month Notice for Landlord's Use of property, and that when they then vacated May 28, 2014 they considered the last month's rent as compensation for a 2 Month Notice. The landlord did not agree with the tenant's testimony. The landlord stated there was no verbal agreement for a reduction of rent, and that the landlord did not give the tenant a 2 Month Notice to End, and the tenant did not provide them with notice to end as required by the Act. The tenant does not dispute that the rent has not been paid.

### **Analysis**

Based on the testimony of the landlord and the tenant, and in the absence of other evidence in this matter, I accept the parties' agreed testimony that the agreed rent for the unit was \$800.00 per month. I find that the tenant was not given a 2 Month Notice to End Tenancy for Landlord's Use and therefore is not entitled to compensation for such a Notice. I find that the tenant was served with a 10 Day Notice to End tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and arrears and despite having applied for dispute resolution to dispute the Notice to End the tenant has only confirmed that the rent has not been paid and does not have evidence upon which to dispute the landlord's claims.

Therefore the tenant's application **is hereby dismissed** without leave to reapply.

I find that the landlord has established a claim for **\$1100.00** in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee, for a total entitlement of **\$1150.00**.

**Conclusion**

The tenant's application is **dismissed**.

**I Order** that the landlord retain the security deposit of \$400 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$750.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*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: June 25, 2014

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Residential Tenancy Branch

