



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

The landlord applies for a monetary award for an order of possession and a monetary award for unpaid rent.

The tenant has vacated the premises and so an order of possession is no longer sought.

The landlord limits her monetary claim to unpaid February 2015 rent of \$750.00 and recovery of the \$50.00 filing fee.

The tenant does not dispute that he has not paid the February rent.

Issue(s) to be Decided

Is there a basis in fact and/or law that would justify the tenant not paying the February rent?

Background and Evidence

The rental unit is a basement suite in a home the landlord rents from another. The landlord occupies the upper portion of the house.

The tenancy started January 1, 2015 on a month to month basis. There is no written tenancy agreement. The rent is \$750.00. The landlord holds a \$750.00 security deposit.

The tenant testified that he was unable to pay the February rent because the welfare office wanted further documentation from the landlord in order to give the tenant money with which to pay the rent. It is agreed that the landlord had signed the standard "intent to rent" form for the tenant and the welfare office.

The landlord responds saying that she has tried to accommodate the tenant and that another of her tenants or perhaps a prospective tenant obtained welfare money for rent without such further documentation.

Analysis

It is the tenant's obligation to pay rent to the landlord. It is not the obligation of the welfare office to pay rent to the landlord.

It is the tenant's affair to secure any necessary documentation necessary for him to obtain welfare money with which he can satisfy his obligation to pay rent to the landlord. Without some specific agreement, a landlord has no obligation to help or accommodate a tenant is finding money to pay his rent.

Obviously a landlord would stand ready to accommodate a tenant so as to ensure a steady flow of income with which to pay rent and I have no doubt that the landlord here stood ready to provide the tenant with whatever was required. In the meantime, he was responsible to pay the rent.

Conclusion

The tenant owes the February rent and has no ground to avoid that obligation.

I grant the landlord a monetary award of \$750.00 for that rent, plus recovery of the \$50.00 filing fee. I authorize the landlord to retain the \$750.00 security deposit in reduction of the amount awarded. There will be a monetary order against the tenant for the remainder of \$50.00.

This decision is rendered orally and 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 05, 2015

Residential Tenancy Branch

