



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNR, MNSD, MND, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover unpaid rent, cost of garbage removal and for the filing fee. The landlord also applied to retain the security deposit in satisfaction of her claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony. The tenant sent additional evidence starting three days before this hearing and continuing every day up to the morning of the hearing date. The landlord stated that she had not received copies of the documents filed into evidence during the week of this hearing. I informed the tenant that evidence not received by the landlord will not be used in the making of this decision.

The landlord also amended her monetary claim by reducing the quantum of her claim. The landlord stated that she sent a copy of the amended application to the tenant by registered mail.

### **Issues to be decided**

Does the tenant owe the landlord rent? Is the landlord entitled to the filing fee and to retain the security deposit?

### **Background and Evidence**

Both parties agreed to the following:

The tenancy started on April 15, 2014 and ended on April 15, 2015. The rent was \$495.00 due in advance on the first day of each month. The tenant paid a security deposit in the amount of \$247.50.

On March 14, 2015, the tenant gave the landlord notice to end the tenancy effective April 14, 2015. The landlord replied to the tenant accepting the notice and even agreed to return the postdated cheque dated April 01, 2015. The landlord requested that the tenant provide a cheque for rent for the period of April 01-15, 2015.

The tenant stated that she paid rent for the first half of April by cheque, but could not recall the date she gave the landlord a rent cheque. The tenant did not provide any document to support her testimony that rent for the first half of April was paid. The landlord stated that she did not receive a rent cheque from the tenant and therefore made this application to recover unpaid rent.

The tenant stated that she provided the landlord with a forwarding address on April 20, 2015. The landlord made this application in a timely manner on April 24, 2015.

During the hearing the landlord agreed to waive her right to the filing fee if I determined that she was entitled to it. However during the hearing, the tenant mentioned her intention to file an application for a monetary order against the landlord and that prompted the landlord to rescind her offer to waive the filing fee.

The tenant stated that she was entitled to the return of double the security deposit and requested that she be awarded a monetary order for the same. The tenant also referred to other monetary claims against the landlord.

### **Analysis**

Based on the testimony of both parties I find that the tenancy was a month to month tenancy and that rent was due on the first of each month. By giving notice to end the tenancy on March 14, 2015, the earliest date that the tenancy could legally end was April 30, 2015 and the tenant would be required to pay rent up to April 30, 2015.

However, the landlord accepted the inadequate notice to end tenancy and offered to return the rent cheque for April dated April 01, 2015 with the stipulation that the tenant pay rent for the period of April 01 – April 15, 2015.

The tenant agreed that she had received the return of the rent cheque for April 2015 and stated that she gave the landlord a cheque for rent for the first half of April but was unable to provide additional information on the alleged payment. The landlord denied having received it.

Based on the testimony and submissions of both parties, I find on a balance of probabilities that it is more likely than not that the tenant did not pay rent for April 01-15 and accordingly I award the landlord her claim of \$247.50.

Since the landlord has proven her claim, she is also entitled to the recovery of the filing fee of \$50.00 for a total established claim of \$297.50.

The landlord is holding a security deposit of \$250.00. I order that the landlord retain the security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$47.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

In regards to the tenant's claims relating to loss that she may have suffered, I am not able to hear or consider the tenant's claim during these proceedings as this hearing was convened solely to deal with the landlord's application. The tenant is at liberty to file her own application for dispute resolution.

### **Conclusion**

I order the landlord to retain the security deposit and I grant the landlord a monetary order of \$47.50.

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 02, 2015

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Residential Tenancy Branch

