



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

This is an application brought by the Landlord requesting a Monetary Order in the amount of \$2400.00, and requesting recovery of the \$100.00 filing fee.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

The parties were affirmed.

### Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondents, and if so in what amount.

### Background and Evidence

The applicant testified that this tenancy began on September 1, 2015 with a monthly rent of \$1050.00, due on the first of each month.

The applicant further testified that this tenancy ended on February 1, 2016.

The applicant further testified that the tenants should have paid a total of \$5250.00 in rent for the five month term of the tenancy, however the tenants only paid \$3325.00, and therefore she is requesting a Monetary Order for the difference of \$1925.00, plus the security deposit that was not paid of \$475.00 for a total of \$2400.00.

The tenant testified that the security deposit of \$475.00 was paid to the landlord in cash; however they never got a receipt for that money.

The tenant further testified that the landlord ended the tenancy for landlord use, and failed to give them the equivalent of one month rent free, and therefore they do not believe they owe as much money as the landlord is claiming.

In response to the tenant's testimony the landlord testified that she did end the tenancy because the rental unit sold; however the tenants knew all along that she had been attempting to sell the rental unit.

### Analysis

It is my finding that the tenants are correct that since the landlord ended the tenancy because she sold the rental unit, the landlord was required, pursuant to section 51 of the Residential Tenancy Act, to give the tenants the equivalent of one month rent as compensation, and therefore the tenants were not required to pay their final month's rent..

The tenants should also have paid a security deposit, and although the tenant claims they did, the tenant has no evidence in support of that claim and therefore it's my finding

that the tenant has not met the burden of proving that a security deposit was ever paid. That being said, the landlord cannot now ask for security deposit after the tenancy has already ended, and I therefore will not allow the landlords claim for a further \$475.00 security deposit.

Therefore the total amount of money the tenant should have paid over the term of the tenancy was \$4200.00

I accept the landlord's testimony that, over that period of time, the tenants only paid \$3325.00, and therefore the tenants still owe the landlord \$875.00. Therefore pursuant to section 67 of the Residential Tenancy Act, I allow \$875.00 of the landlords claim.

Further, as the landlord has established a claim against the tenants, I also allow the landlords request for recovery of the \$100.00 filing fee.

### Conclusion

Pursuant to section 67 and 72 of the Residential Tenancy Act I have issued a Monetary Order for the respondents to pay \$975.00 to the applicant.

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: September 27, 2016

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Residential Tenancy Branch