



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes                      MNR, MNSD, OPL, FF

### Introduction

The landlord applies to recover unpaid rent.

Both parties attended the hearing, the landlord with the aid of his nephew/interpreter, and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. No documentary evidence had been filed by either side

### Issue(s) to be Decided

Does the tenant owe the landlord any rent?

### Background and Evidence

The rental unit is a one bedroom basement suite in the landlord's home.

The tenancy started in March, 2015 and ended September 15, 2016. The monthly rent had been \$600.00 due on the sixth of each month. The landlord holds a \$300.00 security deposit.

The landlord's assistant claims that the tenant did not pay rent for July, August or the half month of September 2016.

The tenant testifies that he did pay July rent and that on July 14 the landlord served him with a two month Notice to End Tenancy for landlord use of property, purporting to end the tenancy on September 15.

The tenant says that when the August rent came due on August 6, he considered that rent to be the free last month's rent compensation granted with a two month Notice (as provided for by s. 51 of the *Residential Tenancy Act*). He says the landlord disagreed and served him with a ten day Notice to End Tenancy for unpaid rent.

The landlord's assistant testifies that the two month Notice was served July 14, as the tenant says, and that the ten day Notice was served July 20 for non-payment of the July rent. He then

says that his dates may be wrong but that the ten day Notice was served before the two month Notice.

### Analysis

The landlord has not established that the July rent was not paid. It would have been a simple matter to file copies of the two Notices to End Tenancy but he failed to do so. The ten day Notice would have shown what rent was being demanded. Unfortunately, the landlord did not file any material that might permit me to choose one party's evidence over the other and I am unable to discern any reason I should prefer the landlord's assistant's testimony over that of the tenant.

I dismiss the landlord's claim for July rent.

The tenant did not pay August rent on August 6, but I am satisfied that was the one month's free rent he was entitled to and so I decline to award that rent to the landlord.

The free month's rent was for the period August 6 to September 5, 2016. The tenant stayed until September 15 and so I award the landlord one third of the September rent; an amount of \$200.00.

As there has been mixed success, I award the landlord recovery of \$50.00 of the \$100.00 filing fee paid for this application.

### Conclusion

The landlord is entitled to an award of \$250.00. I authorize him to retain that amount from the \$300.00 security deposit he holds. The tenant will have a monetary order against the landlord for the remaining \$50.00 of the deposit money.

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: April 25, 2017

---

Residential Tenancy Branch