



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL MNDCL-S MNDL-S MNRL-S

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (“*Act*”) for relief as follows:

- a monetary order for loss, damage and money owed under the tenancy agreement pursuant to section 67 of the *Act*; and
- a return of the filing fee pursuant to section 72 of the *Act*.

Both of the tenant, and the landlord, attended the hearing. All parties present were given a full opportunity to be heard, to present their testimony and to make submissions.

Both parties acknowledged receipt of each other’s evidentiary packages and the tenant confirmed receipt of the landlord’s application for dispute. I find both parties were duly served in accordance with the *Act*.

Following opening remarks, the landlord asked to amend her monetary application to \$1,910.58 from \$2,710.58. Pursuant to section 64(3)(c) of the *Act*, I amend the landlord’s application to reflect this new lower figure sought in her monetary award.

Issue(s) to be Decided

Is the landlord entitled to a monetary award?

Can the landlord recover the filing fee?

Background and Evidence

The landlord explained she was seeking a monetary award of \$1,910.78 in reflection of unpaid partial rent for January 2018, along with an unpaid hydro and gas bill which were due under the terms of the tenancy agreement.

Both parties acknowledged this tenancy was a continuation of a fixed term tenancy that originally began in October 2017. The most recent tenancy agreement signed by the parties began on December 1, 2017 and ended on January 31, 2018. Rent was \$2,100.00 per month and a security deposit of \$1,100.00 paid at the outset of the tenancy continues to be held by the landlord.

The tenant confirmed that she owed the amounts requested by the landlord for the hydro and gas bill, and confirmed that no rent had been paid for January 2018. While the tenant acknowledged that some rent remained unpaid for January 2018 she argued only two weeks of rent was due, while the landlord maintained three weeks of rent remained unpaid.

The landlord testified the tenant was in the rental unit until January 15, 2018, did not pay rent for this time and broke the fixed-term tenancy agreement signed by the parties. The landlord said she was simply looking to recover partial unpaid rent for the final month of the fixed-term tenancy agreement.

The tenant agreed that she was in occupation of the rental unit until January 15, 2018 but maintained no rent should be due for any portion of the fixed-term tenancy agreement following this date. The tenant said she provided notice to the landlord via text message of her intention to vacate the rental suite on December 20, 2017. The tenant argued the second fixed-term tenancy agreement signed by the parties on November 22, 2017 was to be read in conjunction with the addendum from their original tenancy agreement. This addendum stated as follows, "this agreement is fix [sic] but if suitable house is found the monthly rent is expected in full, but the second month rent will not be requested. Ideally a 2 week notice would be nice."

At section 17 of the tenancy agreement signed by the parties on November 22, 2017 is a section of the agreement marked "additional terms." This section notes at part 'C', "Attached to this tenancy agreement is 1 addendum (same as last)."

Analysis

During the hearing the tenant acknowledged rent remained unpaid for a portion of January 2018 and confirmed the hydro and gas bills were also outstanding. I will therefore only analyse the portion of the landlord's application as it relates to unpaid rent for January 2018.

The landlord argued the tenant was to pay three weeks of rent for January 2018, while the tenant maintained only two weeks of rent were due.

A review of the tenancy agreement and addendum supplied to the hearing note that the tenant was only required to provide the landlord with two weeks' notice of her intention to vacate the rental unit. The addendum states, "Ideally a 2 week notice would be nice" while section 17 of the tenancy agreement signed by the parties in November 2017 indicates that the addendum is to be enforced. I find the tenant has provided the landlord with adequate notice of her intention to vacate the suite after having informed the landlord on December 20, 2017 that she would be leaving the rental unit. I find rent is due only for the first two weeks of January 2018.

The landlord will be granted a monetary award of \$1,304.58 representing two-weeks unpaid rent along with the money outstanding for hydro and gas. As the landlord was partially successful in her application she may recover the \$100.00 filing fee from the tenant.

Using the offsetting provisions contained in section 72 of the *Act*, I order the landlord to withhold the tenant's security deposit in partial satisfaction for a return of the monetary award.

Conclusion

I issue a Monetary Order of \$304.58 in favour of the landlord as follows:

Item	Amount
2 weeks Rent for January 2018 (2 x \$525.00)	\$1,050.00
Unpaid Hydro	96.00
Unpaid Gas	158.58
Return of Filing Fee	100.00

Less Security Deposit	(-1,100.00)
Total =	\$304.58

The landlord is provided with a Monetary Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 4, 2018

Residential Tenancy Branch