



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNRL, FFL

### **Introduction**

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent or Utilities, for a monetary Order for money owed, and to recover the fee for filing this Application for Dispute Resolution. At the hearing the Landlord stated that she did not intend to apply for anything other than unpaid rent and to recover the filing fee.

The Landlord stated that on May 27, 2021 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in May of 2021 was sent to the Tenant, via registered mail. The Tenant acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

The Tenant submitted no evidence to the Residential Tenancy Branch in regard to these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

### Preliminary Matter

I was unexpectedly disconnected from the teleconference at one point but was able to reconnect using a landline telephone. This technical problem did not, in my view, cause any significant disruption to the proceedings.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for unpaid rent?

### Background and Evidence

The Landlord and the Tenant agree that:

- The Tenant moved into the rental unit in 2013;
- The most recent tenancy agreement was for a fixed term that began on May 01, 2019 and ended on April 30, 2020;
- The parties amended their last written tenancy agreement to show that the fixed term of the tenancy would end on April 30, 2021;
- At some point during 2020 the rent was reduced to \$2,700.00, although neither party is certain of when it was reduced;
- The Landlord served the Tenant with a One Month Notice to End Tenancy for Cause, which required the Tenant to vacate the rental unit by April 30, 2021;
- The Tenant did not dispute this One Month Notice to End Tenancy for Cause;
- The Landlord told the Tenant he could remain in the rental unit until May 31, 2021, providing he was willing to pay increased rent for May of 2021;
- No rent was paid for May of 2021; and
- The rental unit was vacated on May 31, 2021.

The Landlord submitted a copy of the last written tenancy agreement, which initially declared that rent was \$3,250.00 per month. The parties have amended their last written tenancy agreement to show that rent would be \$3,330.00.

The Landlord is seeking compensation of \$3,330.00 in unpaid rent from May of 2021. This is based on her offer that the Tenant could remain in the rental unit until May 31, 2021 if he would pay rent of \$3,330.00. The Tenant stated that he never agreed to pay increased rent for May of 2021.

### Analysis

On the basis of the undisputed evidence, I find that the parties entered into a tenancy agreement and that at some point in 2020 the monthly rent was reduced to \$2,700.00.

On the basis of the undisputed evidence, I find that the Landlord served the Tenant with a One Month Notice to End Tenancy for Cause, which required the Tenant to vacate the rental unit by April 30, 2021. On the basis of the undisputed testimony, I find that the Tenant did not dispute this One Month Notice to End Tenancy for Cause. As such, I find that this tenancy ended on April 30, 2021 on the basis of the One Month Notice to End Tenancy for Cause.

On the basis of the undisputed testimony, I find that the Landlord told the Tenant he could remain in the rental unit until May 31, 2021 if he was willing to pay more than \$2,700.00 in rent for that month. On the basis of the Tenant's testimony that he did not agree to pay more than \$2,700.00 in rent for May of 2021, I cannot conclude that there was an agreement to extend the tenancy past April 30, 2021.

As the Landlord's offer to extend the tenancy was dependant on the Tenant paying more than \$2,700.00 in rent for May of 2021 and the Tenant did not agree to pay the increased rent, I find that the Landlord did not agree to extend the tenancy past April 30, 2021.

As the Landlord did not agree to extend the tenancy past April 30, 2021, I find that the Tenant should have vacated the rental unit on April 30, 2021 on the basis of the One Month Notice to End Tenancy for Cause.

As the Tenant did not vacate the rental unit on April 30, 2021 and he remained in the unit until May 31, 2021, I find that the Tenant was obligated to pay rent for May of 2021. As the rent had been reduced to \$2,700.00 sometime in 2020 and was never subsequently legally increased, I find that the Tenant was obligated to pay \$2,700.00 in rent for May of 2021, which was the amount of rent the Tenant was paying in April of 2021. As the Tenant paid no rent for May of 2021, I find he owes \$2,700.00 to the Landlord.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$2,800.00, which includes \$2,700.00 in rent for May of 2021 and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution.

Based on these determinations I grant the Landlord a monetary Order for \$2,700.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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 *Act*.

Dated: November 12, 2021

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Residential Tenancy Branch