



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF, O

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent and to recover the filing fee for this proceeding.

Issue(s) to be Decided

1. Are there rent arrears and if so, how much?

Background and Evidence

This tenancy started on August 1, 2010 and ended on June 30, 2012 when the Tenant moved out. Rent was \$1,250.00 per month payable in advance on the 1st day of each month. The Tenant paid a security deposit of \$600.00.

The Parties agree that the Tenant did not pay rent for June 2012. The Tenant claimed that during the tenancy, there were problems with a new dishwasher but he could not get it repaired because the Landlord was out of the country for 6 months and could not be reached. The Tenant said he advised the Landlord's son about the problem in December 2011 and he agreed to a rent reduction of \$100.00 per month for the loss of use of the dishwasher. The Tenant said he had previously received rent reductions from the Landlord and it was their practice that the Tenant paid the full amount of rent and the Landlord paid him the rental rebate. The Tenant said he was without the dishwasher until it was fixed in late May, 2012. Consequently, the Tenant said at the end of the tenancy, he was entitled to compensation of \$600.00 and therefore he proposed to the Landlord that he should simply keep the security deposit in full satisfaction of rent for June.

The Landlord denied that there was an agreement that the Tenant's rent would be reduced by \$100.00 per month. The Landlord said he offered the Tenant a total of \$100.00 for his "inconvenience" but he refused. In the alternative, the Landlord argued that the Tenant was responsible for damaging the dishwasher. The Landlord claimed that the dishwasher was repaired in late April, 2012.

Analysis

The Parties agree that rent in the amount of \$1,250.00 for June 2012 was not paid. The Tenant claims that this was because he had an agreement with the Landlord to get a rent reduction of \$100.00 for 6 months and told the Landlord to keep his security deposit of \$600.00 in payment of the balance.

Given that the Tenant is alleging it, the Tenant has the burden of proof to show on a balance of probabilities that there was an agreement that he would receive a rent reduction. However, given the contradictory evidence of the Landlord on this issue and in the absence of any corroborating evidence from the Tenant to resolve the contradiction, I find that the Tenant has not provided sufficient evidence to show that there was an agreement with the Landlord that he would receive a rent reduction. Furthermore, section 21 of the Act says that a Tenant must not use a security deposit as rent without the written consent of the Landlord.

Consequently, I find that the Landlord is entitled to recover unpaid rent of \$1,250.00 for June 2012. I also find pursuant to s. 72 of the Act that the Landlord is entitled to recover from the Tenant the \$50.00 filing fee for this proceeding.

Conclusion

A Monetary Order in the amount of \$1,300.00 has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: July 09, 2012.

Residential Tenancy Branch