



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

### **Dispute Codes:** MNR OPR FF

This hearing dealt with an application by the landlord for an order of possession and a monetary order.

On June 1, 2008, the landlord collected a security deposit from the tenant in the amount of \$300.00. The tenancy began on the same day. Rent in the amount of \$600.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the months of October and November and on November 14, the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of December.

Based on the landlord's testimony, I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant has not paid the outstanding rent and has not applied for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts, I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is seeking recovery of the outstanding rent for October in the amount of \$300.00 and for November in the amount for \$600.00. The tenant said that on November 20, he and his mother personally delivered \$600.00 in cash to the landlord. During the hearing, the tenant's mother gave testimony in support

of her son's alleged payment of \$600.00 to the landlord. The landlord said that she never received such payment from the tenant.

During the hearing, I asked the tenant if he had a bank account and if he could have written a check as rent payment especially when there was an ongoing dispute. The tenant replied that he did have a bank account but he always gave the landlord cash for his rent. Later, the tenant's mother said that his son did not have a bank account. No explanation was given to explain the above inconsistency. The tenant said that he wrote a letter to the landlord asking for a receipt for his \$600.00 payment towards the October rent. And on November 21, he taped this letter to the landlord's door. The tenant did not submit this letter as supporting evidence. So I asked him to read the content of this letter during the conference call hearing but he was unable to find the letter. Based on the above, I find that the tenant has failed to prove, on a balance of probabilities, that he had paid the landlord \$600.00 for the outstanding November rent.

The tenant is currently still living in the rental unit. Therefore, in addition to the \$900.00 outstanding rent, the landlord is seeking to include a claim for loss of income for the month of December in the amount of \$600.00. I find that the tenant should reasonably have known that the landlord could not re-rent the unit while he was still in residence and I allow the claim for a further \$600.00.

Based on all of the above, I find that the landlord has established a total claim for \$1500.00 comprised of \$900.00 in unpaid rent and \$600.00 in loss of income. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord an order under section 67 for the balance due of \$1550.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: December 17, 2008

