

# Dispute Resolution Services

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

## **DECISION**

### **Dispute Codes:**

MND, OPC, MNR, MNSD, MNDC, FF, O

### **Introduction**

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

This is the Landlord’s application for:

- An order of possession for cause;
- A monetary order for damage to the unit, site or property;
- A monetary order for unpaid rent or utilities;
- A monetary order to keep all or part of the security deposit;
- A monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and
- Recovery of the filing fee from the Tenants for the cost of this application.

The Landlord gave affirmed testimony at the hearing.

### **Preliminary Matter**

The Landlord testified that the Tenants abandoned the rental unit on February 16, 2009. Therefore, an order of possession is not required and the Landlord withdrew this portion of his application.

The Landlord provided no evidence with respect to his claim for damages and withdrew this portion of his application.

The Landlord proceeded with his application for a monetary order for unpaid rent, to apply the security deposit towards partial satisfaction of the monetary order and to recover the cost of the filing fee from the Tenants.

### **Issue(s) to be Decided**

Is the Landlord entitled to a monetary order against the Tenants, and if so, in what amount?

Is the Landlord entitled to recover the cost of the filing fee from the Tenants?

### **Background and Evidence**

The Landlord was unsure of when the tenancy started, but thought it was on September 1, 2007. Rent was \$1,200.00, due on the first day of the month. The Tenants paid a security deposit in the amount of \$600.00. The Landlord did not know for certain when the security deposit was paid.

The Landlord testified that he personally served the Tenants with a One Month Notice to End Tenancy for Cause on January 22, 2009, by handing it to one of the Tenants at the rental unit.

The Landlord testified that he mailed the Tenants the Notice of Dispute Resolution and hearing package on February 3, 2009, by registered mail.

The Landlord testified that the Tenants were in arrears of rent as follows:

Balance outstanding up to and including January 1, 2009:	\$1,000.00
February 2009 rent:	\$1,200.00
March 2009 rent:	<u>\$1,200.00</u>
TOTAL	\$3,400.00

### **Analysis**

The Landlord did not provide any documentary evidence in support of his application.

When asked about the alleged rental arrears and specifics with respect to the balance owing as at January 1, 2009, the Landlord's testimony was contradictory and vague. The Landlord did not provide specifics with respect to where or how the Tenants were served. The Landlord could not provide specifics with respect to dates for the start of the tenancy; payment of the security deposit; or for the alleged outstanding rental arrears. He then referred to his on-line bank statement, which was neither entered into evidence nor provided to the Tenant prior to the Hearing.

The Landlord's oral testimony overall was vague, incomplete in specifics, contradictory and not credible. I therefore dismiss the Landlord's application for a monetary order for unpaid rent.

The Landlord has not been successful in his application and is not entitled to recover the cost of the filing fee.

### **Conclusion**

The Landlord's application is dismissed without leave to re-apply.

March 18, 2009