



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes

MNR & FF

Introduction

This hearing dealt with the landlord's application seeking a monetary claim related to non-payment of rent by the tenant. Both parties appeared for the hearing and were provided the opportunity to be heard and respond to the evidence of the other party.

Issue to be Determined

Has the landlord established a monetary claim related outstanding rent owed by the tenant?

Background and Evidence

The parties entered into a tenancy agreement which was to begin on November 1, 2008 for the monthly rent of \$415.00 and a security deposit of \$250.00. The parties signed the agreement on October 22, 2008 and the tenant took early possession of the rental unit and agreed to pay a pro-rated rent of \$115.00 for the period of October 22, 2008 to October 31, 2008. The tenant provided the landlord with three cheques for the above sums which were posted dated to November 7, 2008. All three cheques subsequently had insufficient funds.

The landlord stated that arrangements were made for the tenant to pay the outstanding sums owed and they met him at this place of employment. However, he did not pay any money that day and ultimately the tenant vacated as of November 23, 2008. The landlord is seeking a monetary claim for the outstanding rent owed and to recover the \$50.00 filing fee paid for this application.

The tenant presented a different story. The tenant did not dispute that the cheques had insufficient funds but stated that he paid the rent owed to the other tenant in cash. The tenant stated that this was to be given to the landlord. The tenant could not remember the date he allegedly gave the cash to the other occupant and confirmed that he did not get receipt confirming that he provided money to the other occupant. When asked why he gave the cash to the other occupant the tenant indicated that he had previously given the post dated cheques to this individual at the landlord's request.

The landlord denied any knowledge of the other occupant being given cash by the tenant. The landlord stated that all arrangements to collect the rent outstanding was between the tenant and herself. The landlord did acknowledge that at the start of the tenancy the post dated cheques were given to the other occupant but that was a short term arrangement while the landlord was on holidays.

Analysis and Findings

On the balance of probabilities, I accept the evidence of the landlord that she was having specific discussions with the tenant about payment of the outstanding rent. I also accept that the landlord attempted to collect the money at the tenant's place of employment after making arrangements with the tenant to do so. I do not accept the tenant's version of events where he alleges that arrangements were not made to collect the rent at his place of employment. I also find it difficult to accept the tenant's version of events where he alleges that he gave the cash to another occupant of the rental unit but failed to have any record of the transaction. I also find the tenant's version difficult to accept because he could not give any details of when he gave the money to the other occupant.

I grant the landlord's application as I find that the landlord's version of events is more credible than the version of events suggested by the tenant on the balance of probabilities. However, even if the version of events transpired as stated by the tenant, I would still reach the conclusion that the tenant was responsible for the rent as he failed to take reasonable measures to ensure his payment was recorded and received.

I find that it is most likely that the tenant failed to pay any rent at all and under the pressure of the landlord seeking to collect the tenant vacated the rental unit as of November 23, 2008. I find that regardless of which version of events is actually accurate, the tenant remained responsible for the payment of the rent which the landlord never received.

I find that the landlord has established a total monetary claim for the sum of \$630.00 comprised of \$580.00 outstanding rent plus the recovery of the \$50.00 filling fee paid by the landlord for this application. This Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

I grant the landlord's application and find that the landlord has established a monetary claim for the sum of \$630.00.

Dated June 05, 2009.

Dispute Resolution Officer