



Dispute Resolution Services

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

DECISION AND REASONS

Dispute codes: CNC, MNDC, OLC, OPR, MNR, MNSD, FF

Introduction

This was the hearing of cross applications by the tenant and the landlord. The tenant applied to cancel Notices to End Tenancy for unpaid rent and for cause; she also claimed a monetary order in the amount of \$800.00. The landlord applied for an order for possession, a monetary order in the amount of \$700.00 and an order to retain the deposit in partial satisfaction of the monetary claim. The hearing was conducted by conference call. The landlord participated. The tenant attended as did her husband and her social worker.

Background and evidence

The tenancy began on September 1, 2007 and runs from month to month with rent in the amount of \$700.00 due in advance on the first day of each month. The tenant paid a security deposit of \$350.00 at the commencement of the tenancy.

The landlord served the tenant with a Notice to End Tenancy for non-payment of rent on November 7, 2008 by personally serving an adult occupant at the rental unit. The tenant applied to dispute the Notice, however she moved out of the rental unit on November 29, 2008.

The landlord testified that the tenant did not pay rent for the month of November whereupon he issued the 10 day Notice for unpaid rent. The tenant testified that she paid November's rent in cash to the landlord, but the landlord did not give her a receipt and then he the Notice to End Tenancy for unpaid rent. The tenant provided statements from her mother and her husband confirming a cash rent payment. The tenant claimed the sum of \$800.00 said to be the value of meat that was spoiled because the landlord turned off the power to her freezer located in the rental unit. The landlord testified that

there were two very brief power interruptions; the first was on September 22, 2008 and lasted for two hours. The second occurred on October 7, 2008 and lasted for only a few minutes. The tenant did not provide any supporting evidence or documents to substantiate her claim for spoiled meat. The landlord testified that when the tenant moved out of the rental unit on November 29, 2008, she left behind a quantity of her belongings, including her freezer. The Landlord packed up her belongings and delivered them to her new address. The tenant objected to the landlord's conduct because she was upset that he learned of her new address, which, for reasons that she did not elaborate she did not want her landlord to know.

Analysis and conclusion

I found the landlord's evidence with respect to the failure to pay November's rent to be more credible than the tenant's testimony that she paid the rent in cash. Formerly the tenant's rent had been paid directly to the landlord from the Ministry of Social Services. The tenant cancelled those arrangements because she intended to move from the rental unit. The tenant had no supporting documents to support her evidence, such as a record of a cheque cashing or bank withdrawal. The statements supporting her testimony appeared contrived; I did not find either the tenant's testimony or the supporting evidence to be credible; I find, on a balance of probabilities that the tenant paid no rent for the month of November, 2008.

I accept the landlord's testimony that there were two short power outages at the rental unit. The first, lasting two hours was not due to the landlord's interference with the breaker. The tenant has not provided any corroborating evidence to support her contention that the landlord intentionally turned off the electrical circuit on October 25, 2008. The tenant has not provided any evidence to support her claim for \$800.00 on account of spoiled meat. This claim is dismissed without leave to reapply. The tenant has moved out of the rental unit; consequently the balance of her claims are dismissed as well.

I find that the landlord has established a claim for unpaid rent totaling \$700.00 for the month of November, 2008. The landlord is entitled to recover the \$50.00 filing fee for

this application for a total claim of \$750.00. I order that the landlord retain the deposit and interest of \$356.71 and I grant the landlord an order under section 67 for the balance due of \$393.29. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated December 09, 2008.