



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a Monetary Order for money owed or compensation for loss or damage under the *Act*, regulation or tenancy agreement and a Monetary Order to recover the filing fee.

The tenant served the landlord by registered mail on July 02, 2009 with a copy of the Application and Notice of Hearing. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

### Issues(s) to be Decided

- Is the tenant entitled to compensation equivalent to one months rent for the two month notice issued to her by the landlord?
- Is the tenant entitled to recover the filing fee for this application from the landlord?



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## Background and Evidence

This tenancy started on January 22, 2009 and ended on June 27, 2009. The tenant paid a monthly rent of \$800.00 which was due on the first of each month. The tenant also paid a security deposit of \$400.00 on January 22, 2009.

The tenant states the landlord served her with a Two Month Notice to End Tenancy for the landlords' use of the property. Although no reason was given on the second page of the Notice the tenant understood that the landlord wanted the basement suite back due to family problems. The tenant found alternative accommodation and gave the landlord 10 days notice to end the tenancy on June 15, 2009. The tenant claims she paid the rent for June, 2009 in cash to the landlords' wife who refused to give her a receipt. The landlord returned the tenants security deposit of \$400.00 on June 27, 2009. The tenant seeks the return of the \$800.00 she paid for June's rent in compensation for the landlords Notice to end the tenancy. The tenant has provided rent receipts for March, April and May, 2009 but not for June, 2009.

The landlord claims the tenant did not pay rent for June, 2009 and had already decided to move from the property as she had applied for BC housing. The landlord claims the tenant sent him the documentation for the two months notice which he filled in and returned to her on or about June 04, 2009.

## Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of the parties and witnesses. In this matter, the tenant has the burden of proof and must show that rent was paid for June, 2009. This means that if the tenants' evidence is contradicted by the landlord, the tenant will generally need to provide additional,



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corroborating evidence to satisfy the burden of proof. In the absence of any corroborating evidence, I find that the tenant has not provided sufficient evidence to show that she paid rent for June, 2009. Therefore the tenants' application is dismissed.

As the tenant has not been successful with her application she is not entitled to recover the cost of \$50.00 from the landlord for her filing fee.

## Conclusion

The tenant's application is dismissed in its entirety, without leave to reapply.

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: October 14, 2009.

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Dispute Resolution Officer