



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNR

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a Monetary Order to recover unpaid rent.

Service of the hearing documents was done in accordance with section 89 of the *Act*; the tenant confirmed she received the hearing package.

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 landlord entitled to a Monetary Order for unpaid rent if so how much?

### Background and Evidence

This tenancy started in July 2009 and ended on September 11, 2009. At the start of the tenancy rent was agreed at \$550.00 per month however the landlord reduced this amount to \$450.00 to help the tenant. Rent was due on the first of each month however the landlord agreed that the tenant could pay in smaller amounts throughout the month to help her out. This was a verbal agreement between both parties.



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The landlord claims the tenant did not pay rent for July, or August, 2009 to an amount of \$900.00 and did not pay rent for the first week of September, 2009 before vacating the rental unit to an amount of \$112.50. The landlord testifies that she was friends with the tenant and tried to help her out by agreeing to let her pay her rent in smaller amounts throughout the month. The landlord claims the tenant could not afford to pay her rent for July, 2009 and told the landlord she would have to move back to her parent's house. The landlord claims she told the tenant she could continue to stay while she found a job and then start to pay the rent owing for July, 2009 throughout August, 2009. The landlord agrees that most of these conversations were by text message and she does not have the messages saved which relate to this agreement.

The tenant disputes the landlords' testimony. She testifies that when she told the landlord she would have to leave the rental unit in July, 2009 because she could not afford to stay, the tenant claims the landlord told her she did not have to pay rent for July, 2009 and could start paying rent for August, 2009 when she started working. The tenant does not dispute that she owes rent for August, 2009 and for one week in September, 2009.

## Analysis

I have carefully reviewed all the evidence before me including the affirmed evidence of both parties. I find that the tenant does not dispute that she owes rent to the landlord for August and part of September, 2009 to the amount of \$562.50. Having reviewed the evidence again I can find no evidence of the alleged agreement in place between the tenant and landlord concerning payment of rent for July, 2009.

In this matter, the landlord has the burden of proof and must show (on a balance of probabilities) that she did have an agreement with the tenant to allow her to pay her rent

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for July, 2009 in smaller increments throughout the month of August, 2009. This means that if the landlord's evidence is contradicted by the tenant, the landlord will generally need to provide additional, corroborating evidence to satisfy the burden of proof. In the absence of any corroborating evidence, I find that the landlord has not provided sufficient evidence to show that this was the agreement and not as alleged by the tenant that she did not have to pay rent for July, 2009.

I have reviewed all the text messages sent as evidence and during these text conversations the tenant only agrees that rent is owed for August and September, 2009. Consequently I find the landlord is entitled to recover rent for August and September to the amount of **\$562.50** and a Monetary Order has been issued to the landlord for this amount.

## Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$562.50**. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

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: January 29, 2010.

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Dispute Resolution Officer