

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order. Both parties were represented at the conference call hearing.

### Issues(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord testified that to the best of his recollection the tenant moved into the rental unit sometime around October of 2007 and entered into a verbal agreement to pay \$650.00 per month in rent. The landlord testified that the tenant paid rent for one month and then stopped paying rent for several months. The landlord testified that the tenant left the unit in December 2007 but asked if he could keep his furniture in the unit to hold the unit until he returned. The landlord stated that the tenant's mother removed the tenant's belongings in April 2008. The tenancy agreement was not in writing.

The tenant's agents testified that the tenancy began in early 2007 and that the tenant had paid his rent throughout the tenancy. The agents testified that the parties agreed that the tenant could store furniture in the unit at the end of the tenancy, but that the landlord refused to permit the tenant's mother access to the unit to retrieve the furniture when she attempted to do so on several occasions.

### Analysis

The landlord bears the burden of proving his claim on the balance of probabilities. Although obligated by the *Residential Tenancy Act* to create a written tenancy agreement, the landlord failed to do so and is unable to prove when the tenancy began. The landlord was uncertain as to when exactly the tenancy began and was able to provide only approximate dates as to when the tenant vacated the unit and when his mother picked up items that were in the unit. Although the landlord should have had at least one rent receipt for the rent paid in the first month of the tenancy, he did not provide this evidence, nor did he provide copies of accounting ledgers which one would expect him to maintain to track rental payments made. Further, although the landlord claimed that the tenant was to pay \$650.00 per month in rent and that according to the landlord's recollection he did not pay rent for November – April inclusive, the landlord made a claim to recover \$4,000.00, which amounts to slightly more than 6 months' rent. Had the landlord's claim been undisputed, I would have had difficulty finding that the landlord had proven his claim. However, the tenant disputed the claim by sending his agents to participate in the hearing. While their evidence is entirely hearsay and can be afforded little weight, I find that the landlord has failed to prove his claim on the balance of probabilities.

### Conclusion

The landlord's claim is dismissed.

Dated: March 29, 2010

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