



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNSD, MNR, FF, CNC

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The tenant's application is a request to have a Section 47, 1 month Notice to End Tenancy cancelled and a request that the landlord bear the \$50.00 cost of the filing fee paid for the application for dispute resolution.

The landlord's application is a request for an Order of Possession based on a Section 46, 10 day Notice to End Tenancy for non-payment of rent, a request for that outstanding rent in the amount of \$2200.00, and a request to keep the full security deposit towards the claim. The landlord is also requesting that the tenants bear the \$50.00 cost of the filing fee that he paid for his application for dispute resolution.

Background and Evidence

The tenants have been served with two Notices to End Tenancy. The first Notice to End Tenancy was served on July 26, 2010 and is a one month notice for cause. The second Notice to End Tenancy was served on August 3, 2010 and is a 10 day notice for non-payment of rent.

The landlord testified that:

- The tenants have not paid any rent for the months of August 2010 and September 2010 and therefore at this time there is a total of \$2200.00 outstanding.
- The tenants have stated to him that they will not pay any rent.
- The only money he has collected from the tenants is a \$550.00 security deposit.

The landlord is therefore requesting that an Order of Possession be issued for as soon as possible, and that an order be issued for the outstanding rent of \$2200.00 plus the filing fee of \$50.00 for a total of \$2250.00. The landlord is also requesting that he be allowed to keep the full security deposit of \$550.00 towards this claim and that a monetary order be issued for the difference.

The tenant testified that:

- They have paid the rent in cash to the landlord; however the landlord has issued no receipts.
- The landlord insisted on cash payments.

The tenant is therefore requesting that the 10 day Notice to End Tenancy be cancelled.

Analysis

It is my decision that the tenant has not met the burden of proving that he has paid any of the rent for the months of August 2010 for September 2010.



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The tenant claims to have paid the rent in cash, however he supplied no evidence whatsoever in support of that claim.

Therefore it is my finding that the full rent of \$2200.00 is still outstanding and I will not set aside the 10 day Notice to End Tenancy.

I therefore find in favour of the landlords request for an Order of Possession and a monetary order.

Since this tenancy is ending pursuant to the 10 day Notice to End Tenancy there is no need to deal with the one month Notice to End Tenancy.

Conclusion

The tenant's application is dismissed in full without leave to reapply.

I have issued an Order of Possession to the landlord that is enforceable two days after it's served on the tenants, and I have allowed the landlords full monetary claim of \$2250.00. I therefore order that the landlord(s) may retain the full security deposit plus interest:

\$550.00

I further Ordered that the tenants pay to the landlord the following amount:

\$1700.00

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: September 21, 2010.

Dispute Resolution Officer