



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes MT, CNR, ERP, MNR, OPR

### Introduction

This hearing dealt with an application by the tenants for an order setting aside a notice to end this tenancy and an order that the landlord perform repairs and a cross-application by the landlord for an order of possession and a monetary order. Both parties participated in the conference call hearing.

At the hearing the parties agreed that the tenants had vacated the rental unit on November 1, 2010. As an order of possession, an order setting aside the notice to end tenancy and an order that the landlord perform repairs are no longer required, I consider those claims to have been withdrawn.

### Issues to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The parties agreed that the tenants were responsible to pay \$1,100.00 per month in rent. The landlord testified that in the month of September, the tenant R.G. advised that he would not be able to pay September's rent until October. The landlord agreed to wait until October 1, at which time he would collect rent for both September and October. The tenants did not make any payments in October.

The tenant V.G. appeared on behalf of R.G. and testified that R.G. had paid the landlord in cash for the month of September. The tenant agreed that no rent was paid in October.

### Analysis

When a landlord alleges that tenants have not paid rent, the burden of proof shifts to the tenants to prove that rent was in fact paid. I find that the tenants have not met this burden. Although V.G. provided hearsay evidence that R.G. had paid September's rent in cash, I can give this evidence little weight. The tenants provided no corroborating evidence such as bank statements showing that cash was withdrawn at the time the R.G. was alleged to have made the payment. I find on the balance of probabilities that it is more likely than not that the tenants did not pay rent for the month of September. I award the landlord \$1,100.00. I award the landlord a further \$1,100.00 for rent for the month of October as V.G. acknowledged that rent had not been paid for that month.

### Conclusion

The landlord has been awarded \$2,200.00. I grant the landlord a monetary order under section 67 which may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: November 05, 2010

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Dispute Resolution Officer