



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began March 2011 with monthly rent of \$700.00. On June 11, 2011 the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent.

At the outset of the hearing the tenant stated that he should have been included on the application as he is the husband of the party named and was the one who paid the rent. The landlord refuted the tenants claim and stated that it was the tenant's wife he had entered into a verbal tenancy agreement with and not the husband although the landlord did acknowledge taking rent from the tenant's husband.

The Residential Tenancy Branch Rules of Procedure RULE 8 – CONDUCT OF THE DISPUTE RESOLUTION PROCEEDING **8.3 Party may be represented or assisted** Speaks to: *A party to a dispute resolution proceeding may be represented by an agent or a lawyer and may be assisted by an advocate, an interpreter, or any other person whose assistance the party requires in order to make his or her presentation.*

I am satisfied that the tenant's husband has a vested interest in this matter and that he may represent the tenant named in the application.

Per section 68 (1) (a) (b), (2) (b) of the Act the application for dispute resolution was amended to include the co-tenant.

The landlord testified that the tenants had not paid any rent since the start of the tenancy and owe the landlord \$350.00 rent for May 2011, \$700.00 for June 2011 and \$225.00 for their ½ of the utilities. The tenant was adamant that the only rent that has gone unpaid is \$350.00 for ½ of the month of June 2011. The tenant stated that the rent was always paid in cash and the landlord did not provide the tenant with receipts which resulted in both parties continually arguing back and forth about whether or not the rent was paid.

The landlord also maintains that the tenants did not pay the \$350.00 security deposit and the tenant argued that they did pay the security deposit and that the landlord refused to provide them with a receipt.

The landlord admitted that he did not have a written tenancy agreement in place nor did he have a written agreement in place for payment of the utilities and that he has no evidence regarding what payments were made by the tenants.

The tenant stated that they vacated the rental unit June 30, 2011 and the landlord responded by saying that the tenants had not vacated as there were still items in the unit. The landlord stated that if the tenants had vacated they did not return his key to him and the tenant advised the landlord that the key was left in the secured laundry room.

As the tenants have vacated the rental unit the landlord no longer requires an order of possession and this portion of the landlord's application is hereby dismissed.

Analysis

Based on the documentary evidence and testimony I find that the landlord has met the burden of proving that he is entitled to a limited amount of compensation for unpaid rent. In the absence of evidence from the landlord and with directly conflicting testimony from the parties, the only portion of rent on which both parties agreed was in fact unpaid is ½ of the rent for June 2011. Therefore the landlord is entitled to the limited amount of \$350.00 for unpaid rent.

I find that the landlord has established a claim for \$350.00 in unpaid rent.

In regards to the balance of the rent claimed by the landlord, this portion of the landlord's application is dismissed without leave to reapply.

In regards to the claim by the landlord for unpaid utilities, this portion of the landlord's application is dismissed without leave to reapply.

As the landlord has had some success in their application the landlord is entitled to recover \$25.00 of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$350.00 in unpaid rent. The landlord is also entitled to recover \$25.00 of the \$50.00 filing fee. I grant the landlord a monetary order under section 67 for the amount of **\$375.00**.

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: July 15, 2011.

Residential Tenancy Branch