



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, O, FF  
CNR, FF

### Introduction

This hearing dealt with cross applications by the landlord and tenant. The application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent, to keep all or part of the security deposit, money owed or compensation for damage or loss, other and recovery of the filing fee. The application by the tenant is to cancel a notice to end tenancy for unpaid rent and recovery of the filing fee. Both parties participated in the conference call hearing and gave affirmed testimony.

### Issue(s) to be Decided

Is either party entitled to any of the above under the Act.

### Background and Evidence

This tenancy began March 29, 2009 with monthly rent of \$750.00; the tenant paid a security deposit of \$375.00 and a pet damage deposit of \$375.00.

On July 21, 2011 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities.

The landlord's witness/tenant and the tenant are roommates that share a residence in the landlord's property. The landlord testified that the notice was given for rent and utilities unpaid in the months of May, June and July 2011 on behalf of the witness/tenant. The witness/tenant paid the rent and utilities in full for the 3 months in question and was to be reimbursed for 50% of this money by his roommate, this has not happened.

The tenants both acknowledged that one of them had paid the rent and the other was to pay him back. Neither tenant has paid the August 2011 rent as the witness/tenant wants the tenant to pay the August rent in full however the tenant does not have the funds with which to pay the rent.

The landlord has included the August rent in her claim as a loss but has not issued a 10 day notice to end tenancy for the August 2011 rent. The landlord in this application is seeking \$1730.00 compensation for unpaid rent and loss.

### Analysis

Based on the documentary evidence and testimony of the parties I find that the landlord has not met the burden of proving that they are entitled to an order of possession for unpaid rent, monetary order for unpaid rent, to keep all or part of the security deposit or money owed or compensation for damage or loss.

The rent for the months of May, June and July 2011 has been paid in full to the landlord. The issue of one tenant owing another tenant money, albeit it rent money, is not a matter that falls under the Residential Tenancy Act therefore jurisdiction is refused and the landlord's application dismissed in its entirety.

Accordingly, the notice to end tenancy for unpaid rent and utilities is hereby set aside and the tenancy continues in full force and effect.

As the tenant has been successful in their application the tenant is entitled to recovery of the \$50.00 filing fee.

### Conclusion

The landlord's application is dismissed in its entirety.

I therefore allow the tenant's application and set aside the landlord's Notice to End Tenancy for Unpaid Rent and Utilities dated July 21, 2011 with the result that the tenancy continues uninterrupted.

The tenant may deduct \$50.00 one time from future rent owed to the landlord for recover of the filing fee paid to bring their application.

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: August 23, 2011.

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Residential Tenancy Branch