



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC, MT, RP, FF, MNR, MNSD, OPR

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.

Issue(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.

Landlord's application

This is a request for an Order of Possession based on Notice to End Tenancy for nonpayment of rent, a request for a monetary order for unpaid rent in the amount of \$1960.00, a request for recovery of the filing fee, and a request to retain the full security deposit of \$280.00 towards this claim.

Tenant's application

First of all it is my decision that I will not deal with all the issues that the tenant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue, to be dealt with together.

I therefore will deal with the request for an extension of time to dispute a Notice to End Tenancy, and the request to cancel a Notice to End Tenancy and I dismiss the remaining claims, with liberty to re-apply.

Background and Evidence

Rent for this rental unit is presently \$560.00 per month.

On July 5 the landlord served the tenants with a 10 day Notice to End Tenancy for non-payment of rent.

The tenant filed a dispute of the Notice to End Tenancy on July 13, 2011.

The landlord testified that:

- The tenant has not paid any rent for the months of May 2011, June 2011, July 2011, and August 2011.
- They served the tenant with a Notice to End Tenancy for non-payment of rent on July 4, 2011.
- Rent is \$560.00 per month however they reduced the rent to \$280.00 for the month of June 2011 due to some electrical problems in the rental property that reduced the use of the property.

The landlords are requesting an Order of Possession for as soon as possible and a monetary order as follows:

Rent outstanding for May 2011	\$560.00
Rent outstanding for June 2011	\$280.00

Rent outstanding for July 2011	\$560.00
Rent outstanding for August 2011	\$560.00
Filing fee	\$50.00
Total	\$2010.00

The tenant testified that:

- She is requesting an extension of time to dispute the notice, because she was unaware of the time limit in which to apply.
- She does agree that the July 2011 and August 2011 rent is outstanding however she paid the full May 2011 rent, and the June 2011 rent.
- She paid the May 2011 rent and June 2011 rent in cash however she has no receipt for that cash, because the landlord never gives receipts.

In response to the tenant's testimony the landlord testified that:

- They did not receive any rent, in the form of cash or any other payment for the months of May 2011 or June 2011.

Analysis

First of all it is my finding that the tenant did not apply for dispute resolution within the time limit required under the Residential Tenancy Act, and she has not provided any reasonable reason for not applying in time. Therefore I am not willing to grant an extension of time to dispute the notice and this tenancy ends pursuant to that notice.

Secondly is my finding that the tenant has not met the burden of proving that she has paid any rent for the months of May 2011, on June 2011, July 2011, or August 2011.

The tenant claims that she paid the rent in cash however the burden of proving that rent has been paid lies with the tenant and since it's just her word against that of the landlords, she has not met that burden of proof.

Therefore I will also allow the landlords full monetary claim.

Conclusion

Tenant's application

The tenant's application to dispute a Notice to End Tenancy is dismissed without leave to reapply.

Landlord's application

I have issued an Order of Possession to the landlord that is enforceable two days after service on the tenant.

I have allowed the landlords full monetary claim of \$2010.00 and I therefore order that the landlord may retain the full security deposit of \$280.00 and have issued a monetary order in the amount of \$1730.00.

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: August 11, 2011.

Residential Tenancy Branch