



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MND, FF, CNL, CNR, OLC, RP

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The relationship between these two parties is extremely acrimonious. This is the fourth hearing involving these two parties. They have had ongoing issues since the tenancy began. Both parties were warned during the hearing about their language, behaviour and belligerence.

The tenancy began on or about March 15, 2010. Rent in the amount of \$400.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$200.00.

The landlord gave the following testimony; the tenant failed to pay rent in the month(s) of March and on April 2, 2012 the landlord served the tenant with a notice to end

tenancy, the tenant further failed to pay rent in the month(s) of April, and the landlord also stated the tenants owe \$700.00 in unpaid hydro bills.

The tenant's gave the following testimony; all the rent has been paid up as well as the hydro, the landlord is constantly harassing them with the same issues that have been resolved at the Supreme Court level, disputes the landlords claims completely.

Analysis

The tenant's had put forth a cross application to be heard at this hearing however the tenant's never picked up the documents from the branch and never served them on the landlord; accordingly that application was cancelled prior to today's hearing.

During the hearing both parties constantly referred to their hearing in Supreme Court however neither party presented any of the documentation to that effect. The landlord is the applicant in this matter and bears the burden of proving his case. The landlord provided no documentation to support his claim, in addition to that, the landlord stated three different amounts of outstanding rent during the hearing as well as stating "I got a cheque for \$375.00 but I didn't cash it". The landlord's testimony was inconsistent, unreliable and offered multiple versions of the events. Without any supporting documentation and inconsistent and contradictory testimony by the landlord, I dismiss the landlord's application in its entirety.

Conclusion

The landlord's application is dismissed.

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: April 25, 2012.

Residential Tenancy Branch