



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

A substantial amount of 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.

Issues(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord. Both files were heard together.

The landlord's application is a request for an order of possession based on a notice to end tenancy for nonpayment of rent, a request for a monetary order in the amount of \$697.52, a request for recovery of the \$50.00 filing fee, and a request to retain the security deposit towards the claim.

The tenant's application is a request for a monetary order for the return of her security deposit, and damages.

Background and Evidence

The landlord testified that:

- The tenant failed to pay the rent for the month of May 2012 and therefore on May 2, 2012 he personally served her with a 10 day notice to end tenancy for nonpayment of rent.
- The tenant claimed that she had put her rent cheque through the mail slot at the office, however a search of the office turned up no such cheque.
- The tenant subsequently claimed to have left a second cheque with the note, again through the mail slot, however although a note was found there was no rent cheque with it.
- The tenant subsequently vacated the rental unit on May 8, 2012, and returned the keys to the landlord on May 10, 2012.
- The unit was not re-rented again in the month of May 2012, and therefore he is requesting that the tenant be held liable for the full May 2012 rent of \$697.52.

The tenant testified that:

- She did put her rent cheque through the mail slot on May 1, 2012 and therefore was very surprised when she received a notice to end tenancy.
- She subsequently put a second cheque through the mail slot on May 3, 2012 along with a note to the landlord.
- The landlord claims to have received neither of these cheques.
- Because of the stress of the situation she put a stop payment on both the cheques, and decided to move out, however she believes the landlord should reimburse her as follows:

Moving expenses	\$320.00
Return of security deposit plus interest	\$308.03
Double security deposit	\$295.50
Demoting my credibility	\$2000.00
Loss of quiet enjoyment & stress	\$1000.00

Total	\$3943.53

Analysis

It is my finding that the tenant has not met the burden of proving her claim that two rent cheques were put through the landlord's mail slot. The tenant testified that there were no witnesses with her when she allegedly put the cheques in the mail slot and I accept the landlord's testimony that no rent cheques were found.

Therefore since no rent was found by the landlord, the landlord did have the right to give a 10 day notice to end tenancy for nonpayment of rent, and I will not allow any of the tenant's claim, for compensation.

The tenant has already vacated the rental unit, and therefore the landlord does not require an Order of Possession, however I will allow the landlord's claim for the full rental revenue for the month of May 2012 in the amount of \$697.52.

I also order recovery of the landlord's filing fee of \$50.00.

Conclusion

The tenant's application is dismissed in full without leave to reapply.

I have allowed the landlord's full monetary claim of \$747.52 and therefore order that the landlord may retain the full security deposit plus interest of \$308.03 and I have issued a monetary order in the amount of \$439.49.

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: May 31, 2012.

Residential Tenancy Branch