



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

Landlords: OPR, OPC, MNR, FF  
Tenant: CNR, OLC, RP, RR, FF

### **Introduction**

This matter dealt with an application by the Landlords for an Order of Possession and a Monetary Order for unpaid rent and utilities as well as to recover the filing fee for this proceeding. The Tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, for an Order that the Landlords comply with the Act by making repairs, for a rent reduction and to recover the filing fee for this proceeding.

At the beginning of the hearing, the Tenant claimed that she had removed her belongings from the rental unit and was vacating it following the hearing. Consequently, the Tenant withdrew her application to cancel the 10 Day Notice to End Tenancy. As the tenancy has ended, I find that the Tenant would not be entitled to the balance of the relief she is seeking on her application and therefore it is dismissed in its entirety without leave to reapply. The Tenant may, however, file a separate application for compensation for those things for which she was seeking a rent reduction. The Landlords said they were not seeking to evict the Tenant, B.M., and therefore I find that it is unnecessary to grant the Landlords an Order of Possession and that part of their application is dismissed without leave to reapply.

### **Issue(s) to be Decided**

1. Are there rent and utility arrears and if so, how much?

### **Background and Evidence**

The Tenant previously occupied a “picker’s shack” on the rental property until March of 2012 at which time she moved into a house on the rental property. The house contains 2 separate suites, one of which is occupied by the Tenant, J.M. and one of which is occupied by the Tenant, B.M. (her ex-spouse). There is no written tenancy agreement however the Parties agree that each Tenant was responsible for rent of \$650.00 per month which was payable in advance on the 1<sup>st</sup> day of each month. The Landlords claim that each Tenant is responsible for one half of the utilities for the rental property. The Tenant, J.M., claimed that utilities are included in the rent as indicated on the Landlords’ application for dispute resolution.

The Landlords said they gave the Tenants a 10 Day Notice to End Tenancy on March 5, 2012 because they had combined rent arrears of \$1,200.00. The Landlords said they gave the Tenants a further 10 Day Notice to End Tenancy on May 5, 2012 because they had combined rent arrears of \$1,900.00. The Landlords claim that the Tenant, B.M., has paid his share of the rent arrears but that the Tenant, J.M., has rent arrears of \$550.00 for March 2012, rent arrears of \$650.00 for May 2012 and owes \$334.25 for utilities.

The Tenant, J.M., denied that she has any arrears as alleged and claimed that any arrears were those of B.M. The Tenant said she has paid rent in full for March and May 2012. The Parties agree that the Tenants pay rent in cash. The Landlords claim that they have given the Tenant some receipts for her payments however the Tenant claims that she has never been given receipts. The Landlords said they have not kept records of the Tenants' payments because they are sporadic.

### **Analysis**

In this matter, the Landlords have the burden of proof and must show (on a balance of probabilities) that there are rent and utility arrears as alleged. This means that if the Landlords' evidence is contradicted by the Tenant, the Landlords will generally need to provide additional, corroborating evidence to satisfy the burden of proof.

I find that there is no evidence that the Tenants were responsible for the payment of utilities and the Landlords' written submissions on their application state that they are responsible for paying utilities. Consequently, this part of the Landlords' application is dismissed without leave to reapply.

The Parties' also gave contradictory evidence as to the payment of rent and I find that the Landlords have provided no corroborating evidence (such as a financial ledger or receipts) to support their claim. In the absence of any corroborating evidence regarding rent arrears, I find that the Landlords have not provided sufficient evidence to show that the Tenant owes rent for March or May 2012 and those parts of their application are dismissed without leave to reapply.

As the Landlords have been unsuccessful on their claim, their application to recover the filing fee is dismissed without leave to reapply. At the hearing, the Landlords also sought compensation for a damaged garden hose and door however they did not make a claim for this relief on their application and therefore they will have to make a separate application for it.

### **Conclusion**

The Tenant's application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent is withdrawn and the balance of her application is dismissed without leave to reapply. The Landlords' application is dismissed in its entirety without leave to reapply.

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: June 06, 2012.

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Residential Tenancy Branch