



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR OPB MNR MNSD MNDC FF O MT CNR LRE

### Introduction

This hearing dealt with applications by the tenant and the landlord. The landlord applied for an order of possession pursuant to a notice to end tenancy for unpaid rent, an order of possession pursuant to a mutual agreement to end tenancy, a monetary order for unpaid rent and an order to retain the security deposit in partial compensation of the claim. The tenant applied to cancel the notice to end tenancy for unpaid rent, as well as for an extension of time to dispute the notice, and an order suspending or setting conditions on the landlord's right to enter the rental unit. The landlord, a witness for the landlord, the tenant and two witnesses for the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence.

The parties confirmed that on June 15, 2013 they had both signed a mutual agreement to end the tenancy effective July 15, 2013. I informed the parties that I would grant the landlord an order of possession pursuant to the mutual agreement to end tenancy. I therefore did not hear evidence regarding the notice to end tenancy for unpaid rent. Further, as the tenancy is ending, I did not hear evidence on the tenant's application for an order suspending or setting conditions on the landlord's right to enter the rental unit.

I heard testimony from the parties and their witnesses regarding the landlord's application for a monetary order for unpaid rent. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to the monetary compensation claimed?

Background and Evidence

The tenancy began on September 1, 2011, with monthly rent of \$1500 due in advance on the first day of each month. At the beginning of the tenancy, the tenant paid the landlord a security deposit of \$750. The tenant failed to pay rent for June 2013, and on June 3, 2013 the landlord served the tenant with a notice to end tenancy for unpaid rent.

*Landlord's Evidence*

The landlord stated that on June 12, 2013, she and a friend, LL, met with the tenant's friend CF, as CF was going to pay the tenant's rent. The landlord and LL stated that CF handed them an envelope with \$500 in it, and the landlord refused to take it because it was not full rent. The landlord's friend, LL, denied ever speaking to the tenant's brother on the phone and confirming that the landlord had already received \$1000 as claimed by the tenant. The landlord has claimed \$1500 for June 2013 rent, and \$750 for rent for July 1 – 15, 2013.

*Tenant's Response*

The tenant and his friend CF stated that CF met with the landlord and her friend LL and paid the landlord \$1000 toward the tenant's June 2013 rent. CF stated that he only brought \$1000 because that was the maximum he could withdraw through the ATM. The tenant's brother stated that he spoke on the phone twice with LL, and LL confirmed that the landlord had received \$1000.

Analysis

I find that I accept the landlord's version of events over that of the tenant. The tenant could have provided documentary evidence to confirm that CF withdrew the amount he claimed, but did not do so. The landlord cannot prove when no payment is made. I therefore find that the landlord is entitled to her monetary claim of \$2250.

As the landlord's application was successful, she is also entitled to recovery of the \$50 filing fee for the cost of her application.

Conclusion

The application of the tenant is dismissed.

Pursuant to the mutual agreement to end tenancy, I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is entitled to \$2300. I order the landlord to retain the security deposit of \$750 in partial compensation of this amount, and I grant the landlord an order under section 67 for the balance due of \$1550. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: July 18, 2013

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Residential Tenancy Branch