



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

The landlord applies for an order of possession pursuant to a ten day Notice to End Tenancy dated May 17, 2013 and for a monetary award for unpaid rent.

Issue(s) to be Decided

Does the relevant evidence show, on a balance of probabilities, that the landlord is entitled to the relief requested.

Background and Evidence

The rental unit is a two bedroom condominium apartment. One of six owned by the landlord in the building. The tenancy started in September or October 2012. The rent is \$1000.00 per month. The landlord holds a \$500.00 security deposit.

The landlord testified that the tenant has not vacated the premises and that she owes \$650.00 rent from April 2013, \$1000.00 for May and \$1000.00 for June.

The tenant says she left the apartment three weeks ago. She has not returned the key. She says she hasn't paid June's rent but thinks she did pay May rent and some money for April's.

She complains that the landlord is not meeting his repair obligations and that he is renting out his other apartments in the building to prostitutes and drug dealers who interfere with her enjoyment of the premises. She says the landlord presently stands charged with attempted murder

Analysis

As the tenant says she's left the building but the landlord is unsure, there is no reason not to settle the matter by issuing the landlord an order of possession and I do so.

In regard to rent, the burden of proof of payment of a debt is on the debtor and the tenant has not satisfied that burden here by offering only her recollection of payment. The *Residential Tenancy Act* provides that a tenant is entitled to require a receipt for rent from a landlord. That provision is specifically intended to furnish a debtor tenant with objective proof of payment. No such receipts, or any corroboration of payment, were offered here. I grant the landlord a monetary award of \$2650.00 for unpaid rent, as claimed, plus the \$50.00 filing fee. I authorize him to retain the \$500.00 security deposit in reduction of the amount awarded, leaving a balance of \$2200.00.

At hearing the tenant raised a number of issues which, if proven, could entitle her to recover damages from the landlord. A residential tenancy arbitrator cannot deal with those issues unless and until the tenant brings her own formal application for relief. The tenant is free to do so.

The landlord raised the claim of loss of rent in July. He is free to apply again to pursue a claim for that alleged loss.

Conclusion

The landlord will have an order of possession and a monetary order for \$2200.00.

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: July 04, 2013

Residential Tenancy Branch