



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and the female tenant.

At the outset of the hearing the parties confirmed the tenants vacated the rental unit on or before September 5, 2013 as such there is no need for an order of possession as the landlord now has possession. I amend the landlord's Application to exclude the matter of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on April 27, 1995 for a month to month tenancy beginning on May 1, 1995 for a monthly rent of \$450.00 due on the 1st day of each month with a security deposit of \$225.00 paid.

The landlord provided a copy of a tenant ledger covering the period from January 2010 to August 31, 2013 documenting a total amount of rental arrears in the amount of \$6,550.00. The landlord also provided a sampling of rent receipts with 3 from each of the years 2008, 2011, 2012, and 2013. Some of the receipts include a notation

indicating a balance owing including one dated August 1, 2013 acknowledging receipt of \$1,000.00 and a balance owing of \$6,550.00.

The female tenant acknowledges that they owe the landlord some rent money but she believes the amount to be \$1,850.00. The tenant has provided no evidence to establish this amount.

The tenant submits that she paid cash for her rent each month and the landlord did not always issue receipts. The landlord testified that it was usually the male tenant who paid the rent and that he always issued the receipts to him. The tenant submits that she could not produce the receipts she did have because they were damaged when the hot water tank flooded the unit in 2012.

The tenant testified that the receipt she received for the payment made on August 1, 2013 did not have the notation of any balance owing and that the landlord must have altered the receipt after issuing it to her.

The parties acknowledge that on July 24, 2013 the landlord issued the tenants a 10 Day Notice to End Tenancy for Unpaid Rent that noted the amount of the unpaid rent was \$8,100.00. The tenant testified she did not dispute the notice at the time because she thought that today's hearing was for her to dispute the notice.

Analysis

I find that while the tenant has made several assertions she has failed to provide absolutely any evidence to support her assertions. For example, she stated that the landlord's receipt for August 2013 did not include a reference to any outstanding amount and yet she did not provide a copy of the receipt she states she received.

From the testimony of both parties and the evidence provided by the landlord I find that on a balance of probabilities the landlord's submission reflects an accurate accounting of the amount of rent owed.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$6,650.00** comprised of \$6,550.00 rent owed and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$268.57 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$6,381.43**.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: October 30, 2013

Residential Tenancy Branch

