



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 353806 B. C. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security and pet deposits. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Since the tenant moved out in the third week of January, 2014, the landlord withdrew his application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim for unpaid rent and the filing fee.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent and filing fee?

Background and Evidence

The tenancy started in May 2013. The monthly rent was \$800.00 due in advance on the first of each month. Prior to moving in the tenant paid a security deposit and pet deposit of \$800.00.

The tenant failed to pay rent for five months prior to January 2014 and was served with five 10 day notices to end tenancy. The landlord stated that as of January 2014, the tenant owed \$4,000.00 in rent. The tenant did not dispute the amount owed but stated that she did not owe this amount because she had paid it in full, on January 08, 2014.

The tenant testified that she paid \$4,000.00 in cash by slipping an envelope containing this amount, under the door to the manager's office on January 08, 2014 at approximately 9 pm. The tenant stated that the next day she heard that there had been a break in. The landlord stated that the money was not received by the landlord.

During the hearing, I asked the tenant how she paid rent at the start of tenancy and she replied that she paid in cash directly to the manager. The tenant stated that in January, she was working during the manager's office hours and therefore chose to slip the envelope containing \$4,000.00 in cash under the door to the manager's office.

The landlord is applying for a monetary order in the amount of \$4,000.00 for unpaid rent plus \$50.00 for the filing fee.

Analysis

Based on the sworn testimony of the both parties, I accept the landlord's evidence in respect of the claim and prefer his testimony. I find on a balance of probabilities that it is more likely than not that the tenant did not pay rent owed, by slipping an envelope containing \$4,000.00 in cash under the door of the manager's office.

Accordingly, I find that the landlord is entitled to \$4,000.00 for unpaid rent. Since the landlord has proven his case he is also entitled to the filing fee of \$50.00.

I order that the landlord retain the security and pet deposits of \$800.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$3,250.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for **\$3,250.00**.

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: March 05, 2014

Residential Tenancy Branch

