



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding REMAX LITTLE OAK REALTY LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNR OPR MNDC MNSD FF

### **Introduction:**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent;
- b) An Order of Possession pursuant to sections 46 and 55; and
- c) An order to recover the filing fee pursuant to Section 72.

This hearing also dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- d) To cancel a Notice to End Tenancy for unpaid rent.

### **SERVICE**

Both parties attended the hearing and each confirmed receipt of the Notice to End Tenancy dated March 11, 2014 and of each other's Application for Dispute Resolution. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing.

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

Has the landlord proved on the balance of probabilities that rent is owed and they are entitled to an Order of Possession and a monetary order for rental arrears and to recover the filing fee for this application?

Or is the tenant entitled to any relief?

### **Background and Evidence:**

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced in July 2012, that rent is \$1100 a month and a security deposit of \$550 was paid on June 6, 2012. The landlord served the Notice to End Tenancy for unpaid rent in June 2013. He said it was discovered in February when the year end books were done.

The tenant said she paid rent every month and paid it in cash in June 2013. She had a receipt for rent paid in March 2014 but said she had no receipt for June 2013 or could not find it. She queried why the landlord never mentioned this unpaid rent until now when she is in the office every month paying her rent. The landlord said they had some problems with a bookkeeper in June 2013 and the unpaid rent was not discovered until year end in February 2014. The landlord said the tenant has been good at paying her rent and they do not want to end her tenancy but they simply did not get any rent in June 2013 and he is responsible for balancing the 2013 books. He provided a copy of the account of the tenant from his tenant ledger showing unpaid rent in 2013 but all other payments credited. After further discussion, the parties settled on the following terms and conditions:

**Settlement Agreement:**

- I. The tenant agrees to pay an extra \$100 in rent each and every month for 11 months commencing on June 1, 2014.**
- II. The landlord agrees that there will be no rental increase for this tenant for the next 12 months.**
- III. The parties agree the Notice to End Tenancy dated March 11, 2014 may be set aside and the tenancy continue.**

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

**Analysis**

We discussed the onus of proof and the fact that the landlord had submitted a complete rental ledger and the tenant had been unable to supply receipts for rent paid in June 2013. However, both parties wanted the tenancy to continue. Based on the above noted agreement, the Notice to End Tenancy dated March 11, 2014 is set aside.

**Conclusion:**

Based on the above noted agreement, I hereby set aside the Notice to End Tenancy dated March 11, 2014; and

**I HEREBY ORDER:**

**The tenant to pay an extra \$100 rent a month for the next 11 months commencing on June 1, 2014.**

**The landlord not to increase the tenant's rent for the next 12 months.**

I find the landlord entitled to the filing fee of \$50 which he may add to his ledger and collect from the tenant as convenient.

I dismiss the application of the tenant in its entirety without leave to reapply. No filing fees were involved.

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: May 01, 2014

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Residential Tenancy Branch

