



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 OPR, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession based on unpaid rent, a monetary order for unpaid rent and an order to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an order of possession and monetary relief?

Background and Evidence

An Agent for the Landlord appeared and testified that the Landlord wanted to end the tenancy because the Tenant has been repeatedly late paying rent and had failed to pay all of the rent for March of 2014 on time and had been issued a 10 day Notice to End Tenancy for unpaid rent.

The Agent referred to a ledger regarding late payment of rent, which was not in evidence. In fact, no documentary evidence in support of this claim had been submitted at the time of the hearing, such as a copy of the Notice to End Tenancy, the tenancy agreement or any other relevant documents.

The Agent for the Landlord testified that evidence had been submitted; although he did not know the date it had been submitted. He testified he was not the person who submitted the evidence.

The Tenant testified that all of the March rent had now been paid. The Agent for the Landlord agreed the rent had been fully paid for March 2014, although it was not paid on time. The parties did not agree on when March rent had been paid. The Agent testified that the Tenant had failed to pay any rent for May of 2014.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the Application for Dispute Resolution of the Landlord must be dismissed, due to insufficient evidence. There were no copies of a Notice to End Tenancy, a tenancy agreement or any other documents submitted in evidence to support these claims. The Tenant testified that all the rent had been paid, although it was unclear what date the payment was made.

I explained to both the Agent for the Landlord and the Tenant that rent must be paid on the day that it is due. I also explained to both parties that a Landlord may end a tenancy for repeated late payment of rent by using a one month Notice to End Tenancy; however, that issue as well as the issue of alleged unpaid rent for May 2014 was not before me in this Application.

Conclusion

The Application was dismissed due to insufficient evidence.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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 14, 2014

Residential Tenancy Branch

