



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPL, MNR, MNSD, FF, CNR

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlord. Both files were heard together.

The landlord's application is a request for an Order of Possession based on a Notice to End Tenancy, a request for a Monetary Order for \$834.40, and a request for recovery of the \$50.00 filing fee.

The tenant's application is a request to cancel a Notice to End Tenancy that was given for nonpayment of rent.

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the landlord has put on the application. For claims to be combined on an application they must related.

Not all the claims on the landlord's application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with whether to cancel or uphold the Notices to End Tenancy, and whether or not the landlord has established a claim for outstanding rent, and I dismiss the remaining portion of the landlord's monetary claim with liberty to re-apply.

Background and Evidence

Both the landlord and tenant agreed that:

- This tenancy began on January 1, 2014 and a security deposit of \$325.00 was paid.
- The monthly rent is \$650.00, due on the first of each month.

The landlord testified that:

- The tenant only paid one half of the April 2014 rent and therefore on April 2, 2014 a 10 day Notice to End Tenancy was put in the tenant's mailbox.
- The tenant was also served with a one month Notice to End Tenancy on April 26, 2014 which was posted on the tenant's door.
- The tenant also failed to pay one half of the May 2014 rent, and therefore another 10 day Notice to End Tenancy was put in the tenant's mailbox on May 5, 2014.
- As of today's date the tenant has failed to comply with the Notices to End Tenancy and has failed to pay the outstanding rent.
- She is therefore requesting an Order of Possession for as soon as possible, and a Monetary Order for the outstanding \$650.00 rent plus the \$50.00 filing fee for a total of \$700.00.

The tenant testified that:

- He did receive all the Notices to End Tenancy that the landlord has outlined, however it is his belief that he paid the full April 2014 rent, although he is unable to find a receipt for one half of the April 2014 rent.
- He admits that he did not pay one half of the May 2014 rent.

In response to the tenant's testimony the landlord testified that:

- She always issues a receipt when rent is paid, and she has gone through all her receipt books and there's no evidence to show that the tenant has ever paid the second half of the April 2014 rent.

Analysis

It is my finding that the landlord has shown that the tenant has failed to pay one half of the rent for the month of April 2014, and one half of the rent for the month of May 2014 for a total of \$650.00.

I therefore allow the landlords request for a Monetary Order for that outstanding rent.

Further since the tenant has admitted that he has received all the Notices to End Tenancy; I also allow the landlords request for an Order of Possession.

I also order recovery of the landlord's \$50.00 filing fee.

The tenant claims that he is paid the full April 2014 rent, however he has only been able to produce a receipt for one half of the April 2014 rent and therefore it is my finding that

he has not met the burden of proving that he is paid the full rent and I will not be canceling any notices to end tenancy.

Since this tenancy is ending for nonpayment of rent, there is no need for me to make a finding on the validity of the one month Notice to End Tenancy.

Conclusion

The tenant's application is dismissed in full without leave to reapply.

I have allowed the landlords full claim of \$700.00 and, pursuant to Section 38 of the Residential Tenancy Act, I therefore Order that the landlord may retain the full security deposit of \$350.00, and pursuant to Section 67 of the Residential Tenancy Act I have issued a Monetary Order in the amount of \$400.00.

The remainder of the landlord's monetary claim is dismissed with leave to reapply.

Pursuant to Section 55 of the Residential Tenancy Act I have also issued an Order of Possession that is enforceable two days after service on the tenant.

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 29, 2014

Residential Tenancy Branch

