



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an application by the tenant for a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement.

Both the landlord and tenant attended the in-person hearing and gave evidence.

Issue(s) to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The parties agree that the tenancy started May 1, 2013 and came to an end in early February 2014. The tenant was obligated to pay rent of \$450.00 monthly in advance on the first day of the month. The tenant also paid a security deposit of \$225.00. The tenant rented a room in shared accommodation in a manufactured home owned by the landlord.

The female landlord ("SL") identified in the tenant's application gave evidence that she is the sole owner of the rental property. Many of the tenant's allegations concern RL, who the female landlord states was not a landlord to the tenant. RL gave evidence that he has been the landlord's roommate for about 14 years and has at times assisted her with work on the rental property.

The tenant makes the following monetary claims:

1. The tenant claims he was evicted by the landlord in January, and the Ministry of Social Development then paid the landlord his February rent of \$450.00.

2. The tenant says he received \$600.00 from a trust (of which he is the beneficiary) and RL took the money from him.
3. The tenant says he lent \$35.00 to RL and RL only returned \$10.00 to him, owing him \$25.00.
4. The tenant claims he owes RL \$86.00 for tobacco and rolling papers.
5. The tenant claims he is owed a net amount of \$989.00 from the above transactions.

The tenant initially said he was evicted prior to February 3, 2014, the day he filed this application. His evidence was that he then stayed with his brother for a few days, then moved into a rental unit owned by his brother. The tenant later gave evidence that, as he was leaving the rental unit on about February 4, 2014, RL said to him "Throw me the keys" and "Don't come back". The tenant took this to mean he was being evicted.

RL gave evidence that the tenant sometimes went out without his keys. On this occasion, RL says he called to the tenant "Do you have your keys?" RL says the tenant then threw his keys at RL.

The landlord gave evidence that she did not evict the tenant. Instead, her evidence is that she hardly saw the tenant after mid-January. She was aware that the tenant and RL were not getting along. Her evidence is that the police arrived with the tenant on February 6, 2014 and the tenant asked to be let into the rental unit to get his possessions. The landlord agrees that the tenant's February rent of \$450.00 was paid to her by the Ministry. However, her evidence is that the tenant was not asked to move out and left partway through February without giving notice. The landlord also gave evidence that the tenant left damage to his room.

The tenant provided a copy of his bank statement as evidence that he withdrew \$600.00 from his bank account on January 7, 2014. He says RL demanded the money from him "for expenses".

RL gave evidence that he drove the tenant to the bank on January 7, 2014 and the tenant withdrew \$600.00. However, RL denies that he asked for the money or that the tenant gave it to him.

Analysis

I accept the evidence of the landlord that she did not evict the tenant, and that he moved out of the rental unit partway through the month of February. Based on the

tenant's evidence, I find that he may have misinterpreted what RL said to him regarding his keys.

I find that that the tenant has not proven, on a balance of probabilities, that RL took \$600.00 from him on January 7, 2014 or borrowed \$35.00 from the tenant on another occasion. I find it is unlikely that RL demanded \$600.00 from the tenant and the tenant simply handed over the money. In any case, the tenant's evidence does not suggest that RL was acting as the agent of the landlord in any financial transactions with the tenant. For that reason, any debts between the tenant and RL do not arise from the Act, Regulation, or tenancy agreement.

For the foregoing reasons, I dismiss the tenant's application.

Conclusion

The tenant's application is dismissed.

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: June 12, 2014

Residential Tenancy Branch

