



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) 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:

- e) To cancel a Notice to End Tenancy for unpaid rent;

SERVICE

A friend attended the conference as agent for the tenants who she said were both at work. She said she had knowledge of the matter. Both parties confirmed receipt of the Notice to End Tenancy dated May 15, 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 (the tenant by an agent) 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 March 2014, that rent is \$900 a month and a security deposit of \$450 was paid on February 18, 2014. The landlord gave sworn testimony that the tenant has not paid rent for May, June and July 2014. The tenants' agent said they had assured her that they did pay rent.

In evidence is the Notice to End Tenancy for unpaid rent, the tenancy agreement, a number of emails between the parties commencing on April 30, 2014 with the tenant saying they had problems making the rent for May, offering partial payments which were not made according to the emails and discussion of a theft.

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

Analysis

The onus is on the applicant to prove on a balance of probabilities their claim. I find the landlord has satisfied the onus. Her sworn evidence is well supported by the copies of the emails which show that no rent was paid since April, 2014. Although the tenants' agent said the tenants told her they had paid the rent, they provided no evidence to support their statements to her. I dismiss the application of the tenant. I find the landlord entitled to an Order of Possession effective two days from service.

I find the landlord also entitled to recover \$900 rent arrears for May 2014 plus \$1800 in rental loss for June and July 2014. I find her entitled to recover the filing fee also.

Conclusion:

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

I find the landlord entitled to an Order of Possession effective two days from service and to a Monetary order as calculated below. I find her entitled to retain the security deposit to offset the amount owing and to recover her filing fees for this application.

Calculation of Monetary Award:

Rent arrears for May and rental loss for June/July, 2014	2700.00
Filing fee	50.00
Less security deposit (no interest 2014)	-450.00
Total Monetary Order to landlord	2300.00

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: July 02, 2014

Residential Tenancy Branch

