



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding IDEAL HOLDINGS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent or utilities; and to recover the filing fee from the tenants for the cost of this application.

The tenants and landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other on their evidence. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing and the tenants were permitted to provide additional evidence after the hearing had concluded. All evidence and testimony of the parties has been reviewed and are considered in this decision..

### Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for unpaid rent?

### Background and Evidence

The parties agreed that this tenancy started on September 01, 2012. Rent for this unit (207) was \$1,150.00 per month due on the 1<sup>st</sup> of each month. The tenants moved to a new unit (210) of the landlords on March 01, 2013 in which they continue to reside.

KO testified that the tenants owed rent of \$900.00 for unit 207 from December, 2012. KO testified that he was not the manager at the time; however, the previous manager had informed KO that the tenants had experienced some financial difficulties in unit 207

and so they had agreed to move to unit 210 on March 01, 2013 which was a little cheaper. The tenants had agreed to pay back the \$900.00 but would not agree to do this in increment payments of \$100.00 a month.

KO testified that he became the manager in February, 2014. The previous manager had already collected the rent from the tenants for unit 210 of \$875.00 which included \$25.00 for parking and had issued a receipt to the tenants on February 01, 2014 for this amount. When KO took over as manager he found that the previous manager had not always issued rent receipts to the tenants for rent paid in cash so new receipts were issued to all tenants on February 16, 2014 copies of which have been provided in the landlord's documentary evidence. These tenants had already had a receipt on February 01, 2014 and so the receipt issued on February 16, 2014 was a duplicate receipt as the tenants had not paid a second amount of rent of \$875.00 on February 16, 2014.

KO testified that he went through the building in early February and introduced himself to the tenants and asked the tenants about the \$900.00 in outstanding rent for December, 2012. KO testified that the tenant GK stated that work was slow and he would pay when he had some money. In mid February the tenant GK asked KO if the landlord had any painting work GK could do but was told not at that time. In March when KO went to collect the rent KO again asked GK for the \$900.00 outstanding rent and was told by GK that he did not have it and implied that it was because the landlord had not given GK any painting work.

KO testified that the tenants were again asked to make payment arrangements and then in mid March GK claimed he had paid the rent and had a receipt to prove it. The tenants produced the receipts given to them in February which included the duplicate receipt issued on February 16, 2014. KO testified that he asked the tenants to attend a meeting with the owners, the previous manager and himself but the tenant RK told KO that he had no intention of meeting with the managers and owners. A second meeting was arranged for July 08, 2014; however the tenants did not attend. The landlord

therefore seeks a Monetary Order to recover the outstanding rent for unit 207 of \$900.00 and seek to recover the \$50.00 filing fee.

RK testified that they did owe \$900.00 from December, 2012 however, this was paid on February 15, 2014 in cash and a receipt was given by KO on February 16, 2014 in the tenants mail slot. RK testified that they had also paid rent for unit 210 on February 01, 2014 to the previous manager and were given a receipt for that payment.

RK testified that he did not want to attend a meeting with KO as KO had been rude to the tenants and had recorded previous conversations without the tenants' permission. RK testified that he told the previous manager that he was willing to meet with him and the owners as long as KO was not involved. RK testified that they now only owe \$25.00 in rent for December, 2012. RK testified that they have bank statements showing cash was withdrawn for their rent for February 01 and again on February 15, 2014. RK agreed to provide copies of these bank statements to KO and the Arbitrator after the hearing had concluded.

### Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. The landlord has testified that the tenant was issued with a duplicate receipt for the rent paid on February 01, 2014 as all tenants were given a receipt for February's rent at that time. The landlord testified that the tenants did not make a second rent payment for the outstanding rent for December, 2012 on February 15, 2014. The tenant has testified that they did make a second rent payment on February 15, 2014 and testified that their bank statements will prove that the rent was taken out of their account on February 01, 2014 and February 15, 2014.

I have reviewed the additional evidence from the tenants in the form of their bank statement for this period and find there is insufficient evidence to show that cash of \$825.00 was taken from their bank for the rent payment the tenant testified that he made on February 15, 2014. The tenants' bank statement shows that cheques were

deposited into the tenants' account on February 10, 2014 for \$500.00 and February 14, 2014 for \$820.00. There is insufficient evidence to show that either a cheque or cash was taken from the tenants' account for rent of \$875.00 on February 15, 2014.

Due to insufficient evidence from the tenants to meet the burden of proof that the rent arrears were paid to the landlord on February 15, I find on a balance of probabilities that the rent for December, 2012 remained in arrears and I uphold the landlord's claim to recover the rent arrears of \$900.00. A Monetary Order has been issued to the landlord for this amount pursuant to s. 67 of the *Act*.

As the landlord has been successful the landlord is also entitled to recover the \$50.00 filing fee from the tenants pursuant to s. 72(1) of the *Act*

#### Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for \$950.00. The Order must be served on the respondents. Should the respondents fail to comply with the Order, the Order may be enforced through the Provincial Court as an Order of that Court.

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 17, 2014

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Residential Tenancy Branch

