



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Regency Investments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNR, MNSD, OPC, OPR, FF

Introduction

This was a hearing with respect to the landlord's application for an order for possession and a monetary award. The hearing was conducted by conference call. The landlord's representative and agent called into the hearing and the named tenants also called in and participated.

Issue(s) to be Decided

Is the landlord entitled to an order for possession?
Is the landlord entitled to a monetary award for unpaid rent and if so, in what amount?

Background and Evidence

The rental unit is a townhouse or duplex unit in Vancouver. There is no written tenancy agreement. I received conflicting information about the commencement of the tenancy, the rental amount and the amount paid as a security deposit. The landlord did not submit any records or ledgers to show what has been paid as rent.

The evidence presented showed that the tenants have rented several different units from the landlord that are in the vicinity of the rental unit that is the subject of this application. Apparently at one time the tenant, J.M. acted for the landlord as his rental manager. The tenant R.W. was said to be the former husband or boyfriend of the tenant J.M.

There has been a previous decision involving the landlord and these tenants, but concerning a different rental address. In a decision dated July 14, 2014 the landlord was granted an order for possession with respect to an adjoining property and was awarded an amount for unpaid rent.

In the hearing before me the tenant submitted that he has filed a dispute to the Notice to End Tenancy concerning this rental address, however the documents filed by the tenant showed that there were separate Notices to End Tenancy dated June 6, 2014, given with respect to each tenancy address. I find that the tenant has not applied to dispute the Notice to End Tenancy that is the subject of this application.

The tenants claimed to have paid rent to the landlord for the month of April, but they did not submit evidence to support the claim. The tenants provided documents sent by the Canada Revenue Agency demanding that any monies due to the landlord be paid to the Receiver General. The documents were dated May 7, 2014. The tenant said that they paid sums to the Government as demanded by the Requirement to Pay, but they did not submit proof of any such payments. The landlord testified that a Canada Revenue Agency employee told him that the tenants have not paid any amounts to the Government pursuant to the Requirement to pay.

Analysis

The tenants have not provided proof of any payments may to the landlord or to any third party and I do not accept their evidence that they have paid rent after April. Based on the evidence submitted by the landlord I am able to say only that the tenants have failed to pay some amount of rent since the Notice to End Tenancy was served. The tenants did not apply to dispute the Notice to End Tenancy and I find that the landlord is entitled to an order for possession effective two days after service on the tenants.

The landlord has the onus of proving the amount that may be due for rent; he provided no documentary evidence to establish the amount of rent that might be due and he has neither kept nor produced any ledgers, accounts or receipts to show the amount of rent that is outstanding; all I am able to say on this application is that some amount of rent is owed to the landlord. The landlord's application for a monetary award for unpaid rent is therefore dismissed.

Conclusion

I grant the landlord an order for possession effective two days after service on the tenants. This order may be filed in the Supreme Court and enforced as an order of that court. I make no order with respect to the filing fee for this application.

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: August 28, 2014

Residential Tenancy Branch

