



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for an order for unpaid rent and for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement.

The landlords attended the teleconference hearing and gave evidence, however the tenant did not attend. The landlord gave evidence that he personally served the tenant with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution sometime in June 2014. I find the tenant was properly served.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement?

### Background and Evidence

The landlord gave evidence that the tenant was obligated to pay rent of \$1,400.00 per month in advance on the first day of the month. The tenant also paid a security deposit, which was dealt with in a previous hearing RTB file.

The landlord says he served the tenant with a two-month Notice to End Tenancy for Landlord's Use (the "Notice"). The Notice is dated February 1, 2013 and specifies an effective date of March 31, 2013. Since the specified effective date does not comply with Section 49(2), the effective date is deemed to be April 30, 2013 by the operation of Section 53. The landlord's evidence is that the tenant did not move out until May 5, 2013.

The landlord gave evidence that the tenant paid rent for March 2013 but not April or May 2013. Later in the hearing, the landlord said the tenant did not pay rent for any of March, April, or May 2013. The landlord did not provide a rental property ledger or other documentary evidence indicating which months' rent was paid for.

The landlord gave evidence that he sold the rental property, and the new owners were to take possession of the property on April 1, 2013. Since the tenant was still living there, the new owners remained in a rental house. The landlord's evidence is that he agreed to pay the new owners' rent for the month of April 2013 at a cost of \$2,150.00. He provided a receipt dated May 1, 2013 for \$2,140.00 for rent for May 2013.

The landlord's evidence is that the tenant moved to the rental house that the new rental property owners were vacating (so that they effectively swapped houses). Asked why the tenant did not pay rent for her new rental house for May 2013, the landlord said it was because she did not decide until May 5<sup>th</sup> to move there, and so the new rental property owners had to pay it (and he paid on their behalf).

The landlord gave evidence that he also had to pay the rental property buyers' moving expenses, because the rental property buyers had hired movers who were turned back because the tenant had not moved out yet. The landlord provided a copy of a receipt he said was from the movers who moved the buyers into the rental property. The receipt is for \$2,000.00 and is dated May 5, 2014. Queried about why the receipt is dated May 5, 2014 when the move purportedly took place on May 5, 2013, the landlord said the receipt was filled out incorrectly.

The landlord claims:

Movers Receipt	\$2,000.00
Rent Receipt	\$2,150.00 (buyers rent May 2013)
Unpaid Rent	<u>\$1,630.14</u> (tenant's April 2013 rent and 5 days May 2013 rent)
	\$5,780.14

### Analysis

I did not find the landlord to be a reliable witness. He contradicted himself in his evidence, provided what I suspect to be a false receipt for mover's expenses, and his explanation of events was at time implausible and not adequately supported by documentary evidence.

I reject the purported mover's receipt, which does not bear the name of any moving company, since I find it unlikely that anyone inadvertently dated the receipt one year in the future.

I also dismiss the landlord's claim that he had to pay a month's rent for the buyers of his rental property. The landlord did not produce any written agreement with the buyers to support this assertion. Also, the landlord initially claimed he paid the buyers' April 2013 rent. If he did so, it is because he made an error in serving the Notice too late and that resulted in the tenant staying in the rental property for the month of April. The other problem is that the landlord contradicted himself by claiming April 2013 rent at one point in the hearing and May 2013 rent at another point.

Similarly, the landlord claimed at one point that the tenant paid March 2013 rent and at another point claimed she did not. There was no documentary evidence regarding which months the tenant paid. For these reasons, I dismiss the landlord's claim for March 2013 rent.

I accept the landlord's claim that the tenant did not move out until early May 2013. The landlord claims the date was May 5<sup>th</sup>. The tenant, in an earlier hearing in RTB file 814615 claimed it was May 4<sup>th</sup>. However, I find the landlord has not proven that he incurred any expense as a result of the tenant's late move-out. The property apparently belonged to new owners by May 4 or 5, and it is they who might have incurred some loss or expense.

### Conclusion

The landlord'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: September 24, 2014

---

Residential Tenancy Branch

