



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, MNDC, LAT, MNR, MNSD, FF, O

### Introduction

This was a hearing with respect to applications by the tenant and by the landlords. The hearing was conducted by conference call. The tenant and the landlords called in and participated in the hearing. The tenant applied for a monetary award. She requested repayment of amounts that she claimed to have overpaid in rent during the tenancy. The landlords applied for a monetary award and an order for possession.

### Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?  
Are the landlords entitled to a monetary award and if so, in what amount?  
Should the landlord be granted an order for possession?

### Background and Evidence

The rental property is a house in Mission. There is no written tenancy agreement. There is a "Shelter Information" form from the Ministry of Social Development. The form refers to a rental at the rental property for a monthly rent of \$650.00 with a \$325.00 security deposit. The document is dated February 11, 2014 and the tenant is named in the document. The male landlord is named as the landlord.

At the hearing the tenant said that she is in the process of moving out of the rental unit. She said that she has a few more items to move and intends to return tomorrow to perform some cleaning of the rental unit. The tenant said that she is claiming for reimbursement of rent paid to the landlords since the tenancy started in March. She said that the shelter information form recorded the terms of her tenancy, but she said that it was agreed that she would perform some work for the landlord and would receive a rent reduction for the work so that she would only have to pay \$500.00 per month. The tenant said that she was making plans to have her children reside with her and worked out an arrangement with the landlord to rent additional space in the rental

property to be occupied by the tenant and her children. The tenant said that the landlord charged her additional rent in the amount of \$1,050.00 starting in April for space that she did not use because the additional space was not occupied by her or her children. The tenant said that she paid \$950.00 per month for a number of months even when she was not using additional space. The tenant did not provide any records of her rent payments to the landlord. She said some of the payments were made in cash and others were by electronic transfer to the landlord's bank. The tenant referred to other issues; according to the tenant, the landlord deliberately turned off the electrical power in October for a period of time and earlier in the tenancy the power was turned off by BC Hydro because the landlord did not pay the electrical bill.

The tenant sent the landlord an email message in which she said that she was giving him her "Notice of Ending Tenancy" and would be moving out on September 30, 2014. The landlord requested an order for possession based on that message. The landlord filed an application on October 23, 2014. He requested payment of \$1,475.00 said to be for unpaid rent. Apart from a confusing handwritten note which was written upon a photocopy of several e-mail messages that alleged that the tenant requested to rent five bedrooms in the rental property, the landlord did not submit any form of tenancy agreement and he provided no ledger or record of rent payments received from the tenant. He submitted a copy of an e-mail to the tenant that said: "the following are some adjustment we want to do". The landlord then referred to various payments, charges and adjustments and concluded by saying: "balance to be paid to us \$250.00 Thanks for your stay". There were a number of other acrimonious e-mail exchanges between the parties that were not relevant to the issues in these applications.

At the hearing the landlord said he was seeking payment of \$2,100.00. The documents submitted by the tenant and by the landlord consisted mostly of messages exchanged between the parties; they were not particularly helpful in determining the facts or the nature of each party's claims.

### Analysis

Apart from the conclusion that the tenant has given Notice and intends to be moved out of the rental unit by October 31, 2014, the evidence of the parties was not helpful in determining the claims of the landlords and tenant in these proceedings. There is no written tenancy agreement. It was not even apparent what part of the rental property was intended to be rented to the tenant, or what monthly rent was supposed to be paid. It is the landlord's obligation to create a written tenancy agreement to document every tenancy he enters into. He has failed to fulfill this obligation and he has provided no coherent information to show what has been paid for rent or what may be owed.

The tenant has claimed to have over paid rent, but she, as well, has provided no records to show what payments she has made. I find that neither the landlord nor the tenant have proven on a balance of probabilities that they are entitled to a monetary award in any amount. The applications by the landlords and by the tenant for a monetary award are each dismissed without leave to reapply.

### Conclusion

Based on the evidence provided by the parties I find that there was a tenancy with respect to the rental unit in the basement of the rental property and I find that it has ended pursuant to the tenant's notice to the landlords. I therefore grant the landlords an order for possession effective October 31, 2014. All other claims by the parties in their respective applications are dismissed without leave to reapply.

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: October 30, 2014

---

Residential Tenancy Branch

