



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, FF

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord. Both files were heard together.

The landlord's application is a request for an Order of Possession based on the Notice to End Tenancy for nonpayment of rent, a request for a Monetary Order for outstanding rent totaling \$3900.00, and a request for recovery of the \$50.00 filing fee.

The tenant's application is a request to cancel a Notice to End Tenancy that was given for nonpayment of rent.

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issues are whether or not to uphold or cancel a Notice to End Tenancy, and whether the landlord has established a monetary claim against the tenant, and if so in what amount.

Background and Evidence

The landlord provided a copy of a rental agreement that shows that the tenant agreed to start paying a monthly rent of \$300.00 commencing September 1, 2013.

Landlord stated that the tenant has not paid any of that rent, and therefore the tenant was served with a 10 day Notice to End Tenancy on October 29, 2014.

The landlord's are requesting an Order of Possession and a Monetary Order for the outstanding rent totaling \$3900.00.

The tenant stated that he did sign an agreement to pay \$300.00 per month beginning September 1, 2013; however he claims that the landlord verbally told him he did not have to pay any rent, he therefore disputes the claim for outstanding rent.

The tenant further stated that he has moved out of the rental unit and therefore he does not dispute the landlord's request for an Order of Possession, stating the landlord's can take possession anytime they want.

The landlord's agent disputes the tenant's claim that he was ever told that he did not have to pay the rent and reiterates that they fully expect the tenant to pay the outstanding \$3900.00 in back rent

Analysis

As both the landlord and the tenant agree that the landlord can take possession of the rental unit, I will issue an Order of Possession in favor of the landlord.

It is my finding that the tenant signed an agreement to pay \$300.00 per month starting September 1, 2013, and he is bound by that agreement.

The tenant has provided no evidence to support his claim that the landlord ever told him that he did not have to pay any rent, and therefore it's my finding that the tenant has not met the burden of proving that claim. I therefore allow the landlord's claim for outstanding rent totaling \$3900.00

I also allow the landlord's request for recovery of the \$50.00 filing fee.

Conclusion

I have issued an Order of Possession that is enforceable two days after service on the tenant.

I have issued a Monetary Order in the amount of \$3950.00

As stated above the tenant has withdrawn his request to cancel the Notice to End Tenancy, stating he has vacated the rental unit.

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: December 09, 2014

Residential Tenancy Branch

