



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Christie Point Apartments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR OPR MNR FF

Introduction

This hearing dealt with applications by the tenant and the landlord. The tenant applied to cancel a notice to end tenancy. The landlord applied for an order of possession and a monetary order for unpaid rent. Both the tenant and the landlord participated in the teleconference hearing.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on July 1, 2014, with monthly rent of \$1099 and a parking fee of \$10 payable in advance on the first day of each month. Two tenants, RD and DD, signed the tenancy agreement and occupied the rental unit.

At the end of May 2014, a new landlord took over the rental building. The landlord's records show that the tenants failed to pay rent or parking for June 2014. One of the two tenants, DD, moved out of the unit in August 2014. On November 10, 2014, the landlord served the remaining tenant, RD, with a notice to end tenancy for unpaid rent.

Landlord's Evidence

The landlord stated that when they took over the building, many tenants had paid their June 2014 rent to the old landlord. The landlord stated that they waited several months to confirm whether the tenants had paid the old landlord, but there was no record that these tenants had paid rent or parking for June 2014. The landlord then served the tenant with a notice to end tenancy for unpaid rent. In support of their claim the landlord submitted a copy of the tenant ledger, which shows no rent or parking paid for June 2014. The ledger also shows a credit to the tenants of \$1; the landlord has therefore claimed \$1108 in monetary compensation.

Tenant's Response

The tenant RB stated that the rent was paid. He stated that most of the time they paid debit. In his application, RB indicated that for June 2014 he paid his half of the rent to BB, who then paid the full rent to the landlord by debit. In the hearing the tenant stated that he did not recall how the rent was paid for June 2014. The tenant did not provide any bank statements showing a withdrawal he made for his half of the rent; nor did he provide any evidence from BB or call her as a witness.

Analysis

I find that the notice to end tenancy for unpaid rent is valid. The landlord provided clear documentary evidence and testimony to show that the tenants did not pay rent for June 2014. The tenant did not provide sufficient evidence to show that rent was paid.

I therefore find that the landlord is entitled to an order of possession and a monetary order for the amount claimed. As the tenant has paid his rent for December 2014, the effective date of the order of possession will be December 31, 2014.

Filing Fees

As the landlord's application was successful, they are entitled to recovery of the \$50 filing fee for the cost of their application.

As the tenant's application was not successful, he is not entitled to recovery of his filing fee.

Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective December 31, 2014. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I grant the landlord an order under section 67 for the balance due of \$1158. This order may be filed in the Small Claims Court and enforced 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: December 15, 2014

Residential Tenancy Branch

