



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR; MNR; MNDC; FF

Introduction

This is the Landlord's application for an Order of Possession and Monetary Order for unpaid rent; compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony at the Hearing.

The Landlord testified that he personally served the Tenant at his place of employment with the Notice of Hearing documents and copies of his documentary evidence, on November 17, 2014, at 4:00 p.m. The Tenant acknowledged service of the documents.

At the outset of the Hearing, it was determined that the Tenant vacated the rental unit on November 15, 2014, and that the Landlord has taken back possession of the rental unit. Therefore, the Landlord's application for an Order of Possession is dismissed.

Issues to be Decided

- Is the Landlord entitled to unpaid rent and loss of revenue?

Background and Evidence

This Landlord testified that monthly rent was \$550.00, due on the first day of each month. He stated that the Tenant owed "back rent" of \$2,216.00 effective October 1, 2014. The Landlord stated that the Tenant has paid \$300.00 towards the arrears, making the total unpaid rent \$1,926.00. The Landlord also seeks loss of revenue for the month of November in the amount of \$550.00.

The Tenant disputed that he owed any outstanding rent to the Landlord. He stated that he was living with the Landlord's daughter for 5 years and that he moved out because she asked him to. The Tenant stated that the Landlord's daughter's disability cheque paid \$375.00 of the rent and that he paid the remaining \$175.00. The Tenant testified that he also did renovations to the rental property.

The Landlord stated that the Tenant did not pay rent when it was due, that the Tenant always paid in cash, and that the Landlord gave the Tenant receipts.

Analysis

This is the Landlord's claim and therefore the Landlord has the burden of proof to establish his claim on the civil standard, the balance of probabilities.

I find that the Landlord has not provided sufficient evidence to prove his claim for the following reasons:

- The Landlord did not provide sufficient documentary evidence to support his claim that rent was owed (for example, a tenant ledger or copies of receipts for rent paid in cash). The Landlord provided a copy of a part of a calendar with hand written notes on it; however, the notes are not legible and are of little value. The Landlord did not provide details with respect to how he arrived at the amount of rent arrears (for example, specifically for what months the Tenant owes rent).
- The Landlord's calculations provided at the Hearing do not equal the amount claimed on his Application for Dispute Resolution. The Landlord's Application indicates that he is claiming \$2,898.00; however, the Landlord's oral testimony provided a different sum:

Amount of "back rent"	\$2,126.00
Less subsequent payment	<u>-\$300.00</u>
Subtotal	\$1,926.00
Plus loss of revenue for November, 2014	<u>\$550.00</u>
Total	\$2,476.00

Having found that the Landlord did not provide sufficient evidence to prove his claim, the Landlord's Application is dismissed in its entirety.

Conclusion

The Landlord's Application is 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: January 5, 2015

Residential Tenancy Branch

