



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD

Introduction

This hearing dealt with an application by the tenants for a monetary order. Both parties participated in the conference call hearing.

Issue to be Decided

Are the tenants entitled to a monetary order as claimed?

Background and Evidence

With the exception of agreement on the location of the rental unit, all of the facts are in dispute.

The tenants testified that they viewed the rental unit on September 2, 2014 and at that time gave the landlord \$200.00 which represented half of the security deposit and for which they received a signed receipt from the landlord. They testified that they moved into the unit on September 4 and the following day, paid another \$200.00 toward the security deposit as well as \$400.00 for rent for which they also have a signed receipt. The tenants testified that for various reasons, they agreed with the landlord that they should not remain in the rental unit and they vacated the rental unit on September 13, at which time the landlord gave them \$200.00. They testified that the landlord agreed to repay them all of the money he had collected save \$162.00 which represented the days they actually resided in the suite. The tenants entered into evidence a signed promissory note in which the landlord agreed that he owed them \$438.00 and have applied for an order compelling the landlord to pay them that amount.

The landlord claimed that the tenants moved into the rental unit on September 1 and initially insisted that the only monies he received were on September 5 when he was paid \$400.00. Midway through the hearing, the landlord changed his testimony and said he had also received \$200.00. He claimed that he received the security deposit

before the tenants moved in, but acknowledged that they paid him on September 2, one day after he claims they moved in. The landlord acknowledged that he had signed the receipts and the promissory note but claimed that he did not read well and that he signed them under duress. He claimed that he had witnesses who could testify that the tenants had refused to leave unless he paid them, but he did not produce those witnesses to give evidence.

Analysis

Where the testimony of the parties conflicts, I prefer the evidence of the tenants over that of the landlord. The tenants' testimony was clear and consistent whereas the landlord's testimony was contradictory on several points. I find insufficient evidence to show that the landlord signed the promissory note under duress. Although the landlord claimed that he did not read well, he clearly understood what it means to sign a document and I find that he is bound by those documents he signed. I find that the tenants are entitled to the amount promised in the promissory note and I award them \$438.00. I grant them a monetary order under section 67 for that sum. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenants are awarded \$438.00.

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: May 07, 2015

Residential Tenancy Branch

