



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *CNR, MNDC*

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for nonpayment of rent. The tenant also applied for overpaid rent in the amount of \$1,101.00

Both parties attended the hearing and had opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

At the start of the hearing, the landlord informed me that all rent was paid and that he had reinstated the tenancy. Accordingly the notice to end tenancy is cancelled and the tenancy will continue as per the terms of the agreement.

During the hearing the tenant amended the amount of his monetary claim to \$128.00 for rent plus \$4.00 for laundry for a total of \$132.00. Accordingly this hearing only dealt with the tenant's application to for a monetary order for \$132.00.

Issue to be Decided

Did the tenant overpay rent in the amount of \$132.00?

Background and Evidence

The tenancy began in January 2009. The accommodation is subsidised housing and is allotted and rented based on a tenant's income and family size. The tenant and his son occupy the rental unit. At the start of the tenancy, the tenant's son was a minor.

At the time of the hearing, the tenant's share of rent was \$877.00. The amount of the tenant's portion of rent is adjusted based on the tenant's son's income.

The tenant stated that he had received the notice to end tenancy for \$128.00 in unpaid rent. To cancel the notice, the tenant paid \$128.00. The tenant believes that he did not owe any rent but paid it to avoid being evicted.

The landlord filed a statement of accounts. The statement confirms that the tenant paid \$128.00 on April 20, 2015 in cash and also shows multiple payments in cash and cheques paid directly from Social Services into the tenant's rental account. The landlord has reconciled the amounts owed and the amounts paid for the period of February 01 to June 08, 2015. The amount of \$128.00 is included in this calculation.

The difference between the amount owed and the amount paid is \$3.00 which the landlord agreed is the amount that the tenant overpaid.

Analysis:

Based on the sworn testimony of the both parties and the documents filed into evidence, I find that the tenant made rent payments in several installments. Some were made in cash and others were by cheques received from Social Services. The totals of amounts owed and amounts paid indicate that the tenant overpaid by \$3.00.

The tenant argued that he had overpaid by \$132.00 but was not able to provide documentation to support his testimony. Accordingly I find that the landlord owes the tenant \$3.00 and I allow the tenant to make a one-time rent deduction of this amount.

Conclusion

The tenant may make a one-time rent deduction of \$3.00 from a future rent.

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: June 26, 2015

Residential Tenancy Branch

