



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Sheringham Construction & Management Co.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNDC, OLC, LAT, FF

### Introduction

This hearing was scheduled in response to the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / permission to change the locks to the rental unit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

In response to an application by the landlord, a previous hearing was held on February 19, 2015, with a decision issued by that same date. That decision records the following particulars concerning the tenancy:

- tenancy began in July 2012
- monthly rent is \$1,050.00
- a security deposit of \$550.00 was collected
- a pet damage deposit of \$550.00 was collected

Further, the decision of February 19, 2015 records the terms of a settlement agreement reached between the parties during the previous hearing, as follows:

1. The tenant will pay the landlord \$1925 which is the outstanding rent by February 27, 2015.
2. The landlord will receive an Order of Possession effective February 28, 2015 which they agree they will not enforce provided the tenant pays the outstanding rent as promised.
3. The security and pet damage deposits will remain in trust for the tenant as the tenancy may continue if the rent is paid as promised.

As to what has transpired since the last hearing, during the present hearing the landlord testified that the tenant paid the amount of \$1,925.00 on February 30, 2015, that the order of possession was not served on the tenant, that the tenant continues to reside in the unit, and that he is presently in arrears with rent.

During this present hearing the parties persisted in speaking over one another despite my repeated instructions to simply respond to my preliminary questions. In the result, it was difficult to determine the particulars of the tenant's application. Additionally, further to the tenant's application itself, documentary evidence before me is limited to a letter which was submitted in evidence by the landlord, and which was supposedly written by the tenant, although the tenant claimed at the hearing that he did not write the letter.

The aforementioned letter is dated April 11, 2015, and by way of what appears to be his signature on the letter, the tenant informed the landlord of his intent to vacate the unit on April 30, 2015. In his letter the tenant also instructed the landlord as follows:

Please use my damage & pet deposit to pay part of my arrears rent. I owe part of March rent & all of April rent. I owe \$775. for March & \$1125. for April.

However, as previously noted, the tenant still continues to reside in the unit, and the landlord claims that the tenant is presently in arrears with his rent. There is no application before me from the landlord.

### Analysis

Based on the absence of any documentary evidence before me from the tenant, with the exception of the application itself, and in the absence of any cogent explanation given by the tenant during the hearing in support of his application, I find that the tenant has failed to meet the burden of proving entitlement to any aspect of his application. Accordingly, the tenant's application is dismissed in its entirety without leave to reapply.

### Conclusion

The tenant's application is hereby dismissed.

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 10, 2015

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Residential Tenancy Branch

