



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied for:

1. An Order cancelling a notice to end tenancy - Section 46; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord applied for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

The Tenant moved out of the unit and the Landlord now has possession of the unit. I therefore dismissed the Tenant’s application and the Landlord’s claim for an order of possession. Near the end of the hearing, while giving her evidence in response to Landlord’s evidence, the Tenant became disturbed and stated that she was in great pain and was having a difficult time speaking. The evidence given to this point by the Tenant was reviewed for the Tenant and the Tenant was asked whether an adjournment was needed or whether the Tenant was satisfied with the evidence

provided to this point. The Tenant stated that she was satisfied that she has provided all the evidence she had and the hearing was then concluded.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent?

Background and Evidence

The following are undisputed facts: The tenancy started in March 2011 and ended June 30, 2015. Rent of \$1,500.00 is payable monthly on the first day of each month. A previous Decision dated April 9, 2015 provided the Landlord with a monetary order for \$850.00, having deducted the security deposit from the March 2015 rent found owed to the Landlord. No rent was paid for June 2015.

The Landlord states that on May 5, 2015 the Tenant paid only \$850.00 of the rent for April 2015 leaving \$650.00 owing. The Landlord claims this amount plus unpaid rent for June 2015.

The Tenant states that \$850.00 was paid to the Landlord on April 9, 2015 and that no receipt was provided. The Tenant provided a video showing the amounts of \$850.00 being placed in an envelope marked April rent and \$1,500.00 in an envelope marked May rent.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Given that the Tenant's video evidence of the amounts of rent paid for April and May 2015 do not contradict the Landlord's evidence of rents paid for these months, I find that the Landlord has substantiated that \$650.00 is owed for April 2015 rent. Based on the undisputed evidence that June 2015 rent was not paid I find that the Landlord has substantiated a monetary entitlement of **\$2,150.00** for April and May 2015 rent. Given the Tenant's video evidence, I take the Tenant's evidence of a payment amount in April 9, 2015 to be evidence of payment on the previous monetary

order and as this evidence is not relevant to the claims of unpaid rent for April and June 2015 made by the Landlord, I make no findings in relation to this evidence.

The Landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of **\$2,200.00**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$2,200.00**. If necessary, 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: July 06, 2015

Residential Tenancy Branch

