



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, FF

### Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord(s). Both files were heard together.

The landlord's application is a request for a monetary order for \$2000.00 in alleged outstanding rent. The landlord is also requesting recovery of his \$50.00 filing fee.

The tenant's application is a request for a monetary order for \$1000.00 in monetary relief for allegedly having been brought to arbitration unnecessarily.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issues are whether or not the landlord has established monetary claim against the tenant for alleged outstanding rent, and whether or not tenant has established a claim against the landlord as compensation for allegedly having been brought to arbitration unnecessarily.

Background and Evidence

This tenancy began on October 1, 2013 with a monthly rent of \$1000.00.

The tenancy ended on June 30, 2014.

The landlord claims that the tenant failed to pay the full rent for the months of February through June 2014 and claims that the tenant owes rent as follows:

February 2014 rent outstanding	\$400.00
March 2014 rent outstanding	\$200.00
April 2014 rent outstanding	\$200.00
May 2014 rent outstanding	\$200.00
June 2014 rent outstanding	\$1000.00
Total	\$2000.00

The tenant claims that the rent was lowered to \$800.00 per month and has provided evidence of having made the following payments by e-transfer to the landlord:

February 3, 2014	\$575.00
February 28, 2014	\$585.00
February 28, 2014	\$916.00
April 1, 2014	\$1000.00
June 11, 2014	\$800.00
Total	\$3876.00

The tenant further stated that the remainder of the rent was paid in cash to the landlord, or was paid in labour in lieu of cash.

The tenant further stated that she was not required to pay any rent for the month of May 2014 as an arbitrator in a previous hearing that awarded a rent reduction.

The landlord totally denied that the rent was reduced \$800.00 per month. He further stated that he did on one occasion allow the tenant to pay \$800.00 as she was short of money, but he did not lower the rent for any other months. He further stated that the decision in the previous arbitration makes it clear that the rent was \$1000.00 per month.

Landlord also pointed out that, although the arbitrator did find that there was a loss of use and enjoyment for the month of May 2014, an actual monetary order was issued for that rent reduction and he is paid that full amount.

### Analysis

I have reviewed the decision of the previous arbitrator and it is my finding that that arbitrator did find that the rent for this rental unit was \$1000.00 per month.

It is also my finding that the previous arbitrator did not state that the tenant did not have to pay the May 2014 rent, the arbitrator in fact issued an order for the landlord to reimburse the tenant for a portion of the May 2014 rent, and the landlord has reimbursed that amount.

Therefore, the total amount of rent that the tenant should have paid over the five month period of February 2014 through June 2014 was \$5000.00; however the tenant has only provided evidence of having paid \$3876.00, and therefore there is still \$1124.00 unaccounted for.

The tenant claims that the remainder of the rent was either paid in cash to the landlord without getting receipts, or she had done work in lieu of rent, however she has provided no evidence in support of these claims and the landlord denies the claims.

It is therefore my decision that the tenant has not met the burden of proving the claim that she has either paid the remaining \$1124.00 in cash or been credited for work done.

I therefore allow \$1124.00 of the landlords claim, and recovery of the landlords \$50.00 filing fee. I dismiss the tenant's full claim as it is my finding that the tenant was not brought to arbitration unnecessarily, as there was still a significant amount of rent outstanding.

#### Conclusion

The tenant's application has been dismissed in full without leave to reapply.

I have issued a monetary order in the amount of \$1174.00 for the landlord's application and the remainder of the landlords claim 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: July 13, 2015

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Residential Tenancy Branch

