



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary award. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not attend. The landlord testified that the tenant was personally served with the application and Notice of Hearing at the rental property after it was filed on December 8, 2014.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

### Background and Evidence

The rental unit is a basement suite in the landlord's house. There is no written tenancy agreement. The tenancy started in September, 2013. The rent was \$800.00 per month and the tenant paid a \$400.00 security deposit at the start of the tenancy. The landlord testified that the tenant's November rent cheque was returned due to insufficient funds. He said the tenant gave him a \$400.00 money order for November and still owed \$400.00.

The landlord said the tenant moved out at the end of January. He said the tenant paid December rent and paid \$400.00 for January and told him to keep her security deposit as payment for the balance of rent for January. The landlord said that he was claiming \$400.00 for the balance of November rent and was claiming the filing fee for this application and the filing fee for a previous application to the Residential Tenancy Branch.

### Analysis

After the hearing I consulted the Residential Tenancy Branch records and found that I dealt with a previous application concerning this tenancy. In a review decision dated January 16, 2015, I found that the tenant paid rent for November 2014 in the amount of \$800.00 by money order as replacement for the cheque that had been returned due to insufficient funds. In the hearing before me today the landlord gave contradictory testimony about the payment of November rent.

### Conclusion

The landlord's evidence concerning payment of rent for November is contradicted by the findings of fact in the January 16, 2015 decision. I find that the landlord has not shown that he is entitled to a monetary award for unpaid rent in any amount. He is not entitled to recover the filing fee for this application and his application 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 14, 2015

---

Residential Tenancy Branch

