



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR MNR MNDC FF

### Introduction

This hearing dealt with a landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") to obtain an order of possession for unpaid rent or utilities, for a monetary order for unpaid rent or utilities, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenant and the landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

Neither party raised any concerns regarding the service of documentary evidence.

### Preliminary and Procedural Matters

At the outset of the hearing, the parties agreed by consent to remove the name of the tenant's son, T.G. as a respondent from the landlord's application. Given the aforementioned, and pursuant to section 64(3) of the *Act*, the landlord's application was amended.

In addition to the above, the landlord requested to withdraw his request for an order of possession as the tenant and all occupants vacated the rental unit as of November 27, 2015. As such an amendment does not prejudice the tenant; the landlord's request was permitted pursuant to section 64(3) of the *Act*.

### Issues to be Decided

- Is the landlord entitled to a monetary order for unpaid rent, or for money owed or compensation under the *Act*, regulation or tenancy agreement?
- Is the landlord entitled to recover the cost of the filing fee under the *Act*?

### Background and Evidence

The parties agreed that a month to month tenancy began on July 1, 2015. Monthly rent of \$800.00 was due on the first day of each month. The parties agreed that no security deposit or pet damage deposit was paid by the tenant during the tenancy. The tenant vacated the rental unit on November 27, 2015.

The landlord provided a copy of a 10 Day Notice for Unpaid Rent or Utilities (the “10 Day Notice”) dated October 5, 2015, which indicates that the tenant owed \$800.00 as of October 1, 2015. The tenant did not dispute the 10 Day Notice or provide any documentary evidence such as bank statements to support that rent had been paid.

Although the landlord stated he is claiming \$2,400.00 comprised of \$800.00 per month in unpaid rent for the months of September, October and November of 2015; the landlord testified that the tenant did pay \$300.00 cash towards September 2015 rent so owes a balance of \$2,100.00 in unpaid rent.

The parties agreed that receipts for cash payments of rent for the months of July and August of 2015 were issued by the landlord. The landlord stated that no receipts were issued for September, October or November of 2015 as full rent was not paid for any of those months. The tenant denied that he owed the entire \$2,100.00 in unpaid rent.

### Analysis

Based on the documentary evidence and testimony provided during the hearing, and on the balance of probabilities, I find the following.

**Claim for unpaid rent** – Although the tenant denies that he owes the full amount of \$2,100.00 in unpaid rent, the onus of proof is on the tenant to prove that rent was paid as he did not dispute the 10 Day Notice and has provided no documentary evidence such as bank statements to support that rent was paid in accordance with the terms of the tenancy agreement. Give the above, I prefer the evidence of the landlord over the tenant as the landlord had issued receipts for the months of July and August of 2015, which were the only two months the parties agreed full rent was paid by the tenant.

Therefore, I find the tenant owes the landlord **\$2,100.00** in unpaid rent as claimed by the landlord.

As the landlord's claim had merit, I grant the landlord recovery of the **\$50.00** filing fee.

**Monetary Order** – I find that the landlord has established a total monetary claim in the amount of **\$2,150.00** comprised of \$2,100.00 in unpaid rent and the recovery of the \$50.00 filing fee. I grant the landlord a monetary order pursuant to section 67 of the *Act* for the balance owing by the tenant to the landlord in the amount of **\$2,150.00**.

### Conclusion

The landlord's application is successful.

The landlord has established a total monetary claim of \$2,150.00. The landlord has been granted a monetary order under section 67 of the *Act* in the amount of \$2,150.00. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: January 25, 2016

---

Residential Tenancy Branch

