



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kim Jin & Sons Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, FF, MNDC, MNR, OPR, MNSD

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 to be heard together however the tenants did not join the conference call that was scheduled for the hearing and therefore the tenants application has been dismissed

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.

The landlord's testimony was taken under affirmation.

Issue(s) to be Decided

The issues are whether or not the landlord has established the right to an Order of Possession, and whether the landlord has established monetary claim against the tenants, and if so in what amount.

Background and Evidence

The landlord testified that this tenancy began on May 15, 2016 with a monthly rent of \$1500.00 due on the first of each month.

The landlord further testified that in August of 2016 the tenants put an envelope into his suite door, however when he opened the envelope he found it only contained \$30.00.

The landlord further testified that when he confronted the tenants and requested the remainder of the rent the tenants claimed that someone must have somehow pulled the envelope from under the door and removed all but \$30.00 of the cash. The landlord states that he finds this to be highly unlikely because, if someone were to steal the money, why would they leave \$30.00 in the envelope, and then put it back under the door.

The landlord further testified that, since the tenants refused to pay the remainder of the rent, he personally served them with a 10 day Notice to End Tenancy on August 3, 2016.

The landlord further testified that the tenants have failed to comply with that notice and have failed to pay the outstanding August 2016 rent.

The landlord further testified that he has accepted rent for the month of September 2016; however it was accepted for use and occupancy only.

The landlord therefore requests an Order of Possession for as soon as possible and a Monetary Order for the outstanding rent plus his filing fee.

Analysis

It is my finding that the landlord has shown, on the balance of probabilities, that the tenants have failed to pay \$1470.00 of the August 2016 rent.

I accept the landlord's sworn testimony that the envelope he found only contained \$30.00, and I also agree with the landlord that is highly unlikely that someone would steal \$1470.00 out of the envelope, leaving \$30.00, and then place the envelope back under the landlord's door.

A more logical explanation is that there was only \$30.00 in the envelope in the first place, and I therefore allow the landlords claim for the outstanding August 2016 rent of \$1470.00.

Further, since the landlord has served the tenants with a valid 10 day Notice to End Tenancy and the tenants have failed to comply with that notice, I also allow the landlords request for an Order of Possession.

Having allowed the landlords full claim I also allow the request for recovery of the \$100.00 filing fee.

Conclusion

Pursuant to section 55 of the Residential Tenancy Act I have issued an Order of Possession that is enforceable two days after service on the tenants.

Pursuant to sections 67 and 72 of the Residential Tenancy Act, I have allow the landlords full claim of \$1570.00, and I therefore Order that the landlord may retain the full security closet of \$750.00, and I have issued a Monetary Order in the amount of \$820.00

As stated previously, the tenant's application is dismissed in full 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: September 22, 2016

Residential Tenancy Branch