



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR

Introduction

This is a review hearing granted for the landlords' application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent pursuant to section 67.

Both parties attended the hearing via conference call and provided affirmed testimony. As both parties have attended and have confirmed receipt of the notice of a review hearing and the submitted documentary evidence, I am sufficiently satisfied that both parties have been properly served as per sections 88 and 89 of the Act.

At the end of the hearing the landlord stated that he has since moved and has provided a new mailing address. As such, the Residential Tenancy Branch File shall be updated accordingly.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for unpaid rent?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on February 1, 2015 on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated February 2, 2015. The monthly rent was \$1,000.00 payable on the 1st day of each month. A security deposit of \$500.00 was paid on February 15, 2015. No condition inspection reports for the move-in or the move-out were completed.

The landlords seek a monetary claim of \$2,040.00 for unpaid rent. The landlords stated that the tenant failed to pay rent of \$1,000.00 for February 2015 and \$1,000.00 for August 2015. The

landlords also seek \$20.00 as interest for each of the months of rent unpaid, calculated at 2% per month. The tenant disputes the landlords' claims stating that rent for February and August 2015 were paid.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

Section 72 of the *Act* addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the *Act* does not provide for the award of costs associated with interest to either party to a dispute. Accordingly, the Landlord's claim for recovery of interest is dismissed.

In this case, the landlords provided affirmed testimony that the tenant failed to pay rent of \$1,000.00 for February of 2015 and then again for August of 2015. The tenant also provided affirmed testimony disputing that rent was paid.

The onus or burden of proof lies with the party who is making the claim. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support their claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

Conclusion

The landlords' monetary claim is dismissed.

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: January 17, 2017

Residential Tenancy Branch