



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR OPR MNSD MNDC FF

Introduction:

Both parties made Applications but only the landlord (by agent) attended the hearing and gave sworn testimony. The landlord provided evidence of personal service of the Notice to End Tenancy dated May 4, 2017 to be effective May 14, 2017. He said that the tenant called him and served him with her Application for Dispute Resolution and he served her with the landlord's Application in person at the same time. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent;
- b) An Order of Possession pursuant to sections 46 and 55;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

This hearing also dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- e) To cancel a Notice to End Tenancy for unpaid rent.

Preliminary Issue:

The landlord's Application in the file did not contain the names of both tenants. He said this was an error and he had a second copy with both names. The tenants' Application had errors in the names of the tenants' also. The landlord requested I amend the Decision and Order to show the correct names of the tenants which are on the tenancy agreement in evidence. The amendment was granted.

Issue(s) to be Decided:

Is the landlord entitled to an Order of Possession and a monetary order for unpaid rent?

Is the tenant entitled to any relief?

Background and Evidence:

Only the landlord attended the hearing and was given opportunity to be heard, to present evidence and to make submissions. He confirmed the tenancy commenced in February 2017, that rent is \$1000 a month and a security deposit of only \$200 was paid. He said the tenants had promised to pay the balance and also a pet damage deposit but did not. He claims \$2285 in rent arrears and asks for an Order of Possession effective today. A rental ledger in evidence shows \$185 owed for February, 2017, \$100 for March, \$1000 for May and the landlord said the tenants also owe \$1000 for June 2017.

In their Application the tenants say they owe no money and persons upstairs are falsely accusing them. They ask to cancel the Notice to End Tenancy for unpaid rent.

In evidence is the Notice to End Tenancy for unpaid rent, proofs of service, a rent ledger, notes from the tenants promising to pay and the tenancy agreement.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis:

Order of Possession:

I find the Notice to End Tenancy was served pursuant to section 46 of the Act for unpaid rent. I find the tenants filed their Application for Dispute within the 5 days allowed in section 46 but they have paid none of the outstanding rent. Section 26 of the Act requires a tenant to pay rent on time. Although they say in their Application that they owe no money, I find the weight of the evidence is that they owe the rent as stated by the landlord. The rent ledger and notes from the tenants in evidence support the landlord's credibility. The tenancy is at an end pursuant to the Notice to End Tenancy on May 14, 2017. I find the landlord entitled to an Order of Possession effective today, June 15, 2017, as requested.

Monetary Order:

I find the weight of the evidence is that the tenants owe \$2285 for rent arrears and over holding rent from February to June 2017. I find the landlord entitled to a monetary order for this amount and to recover the filing fee and to retain the security deposit of \$200 to offset the amount owing.

On the tenant's application, the onus is on them to prove on the balance of probabilities that no money is owed. I find insufficient evidence in their Application to prove this and they did not attend to support their statement. I dismiss their Application.

Conclusion:

I find the landlord entitled to an Order of Possession effective June 15, 2017 and to a monetary order as calculated below. I find him entitled to recover the filing fee and to retain the security deposit of \$200 to offset the amount owing.

I dismiss the application of the tenant in its entirety without leave to reapply. No filing fee was paid.

Calculation of Monetary Award:

Rent arrears & over holding rent February to June 2017	2285.00
Filing fee	100.00
Less security deposit	-200.00
Total Monetary Order to Landlord	2185.00

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: June 15, 2017

Residential Tenancy Branch