



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **FFL MNRL-S**

### Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent pursuant to section 67;
- An order to retain the security deposit pursuant to section 72; and
- Authorization to recover the filing fee for this application pursuant to section 72.

The landlord attended the hearing. The tenant did not attend the hearing. I kept the teleconference line open from the time the hearing was scheduled, plus an additional fifteen minutes, to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant had been provided.

The landlord was given an opportunity to present affirmed testimony, call witnesses and submit evidence.

The landlord testified he served the tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail sent on August 21, 2018, thereby affecting service 5 days later under section 90 of the *Act*, that is, on August 26, 2018. The landlord submitted the Canada Post tracking number referenced on the first page of the decision in support of service. I find the tenant was served pursuant to sections 89 and 90 of the *Act* on August 26, 2018.

### Issue(s) to be Decided

Is the tenant entitled to the following:

- A monetary order for unpaid rent pursuant to section 67;
- An order to retain the security deposit pursuant to section 72; and
- Authorization to recover the filing fee for this application pursuant to section 72.

### Background and Evidence

The landlord provided affirmed testimony as follows. The parties entered into a month-to-month residential tenancy agreement starting April 1, 2012 which ended when the tenant vacated on May 31, 2012. The landlord submitted a copy of the tenancy agreement as evidence in which rent is stated to be \$700.00 a month and the tenant was required to pay certain utilities. The landlord provided testimony that in the final two years of the tenancy, rent was \$800.00 a month payable on the first of the month. The tenant paid a security and pet deposit of \$700.00 ("the deposit") at the beginning of the tenancy. The parties conducted a condition inspection when the tenant vacated, a copy of which the landlord submitted as evidence. In the condition inspection report dated August 16, 2018, the tenant provided signed authorization to the landlord to apply the deposit to outstanding rent.

The landlord submitted a monetary order worksheet which calculated outstanding rent owing from January 1, 2017 to May 2018 showing an unpaid balance of \$6,987.00. The ledger begins showing an opening balance for January 2017 of \$2,183.00. No evidence was submitted of rent outstanding and amounts paid prior to January 1, 2017. The ledger shows that the tenant did not pay rent for most months. Payments were as low as \$20.00 a month. In December 2018, the ledger shows the tenant paid \$6,000.00 on outstanding rent.

The landlord testified the tenant had health problems and that he assisted her as much as possible by waiting for rent until she could afford to make payments. He testified the tenant repeatedly assured him she would pay the balance owing.

The landlord testified that after application of the deposit to the outstanding rent, a balance of \$6,287.00 remains owing for which he requests a monetary award.

The ledger submitted by the landlord included two charges which do not appear to be related to the tenancy. The charge for April 2017 is for "alc/groceries" (as written) in the amount of \$110.00. The charge for June 15, 2017 is for "wireless credit" of \$73.00.

The landlord applied for dispute resolution on August 20, 2018.

### Analysis

I have reviewed all documentary evidence and testimony.

The landlord has the burden of proving his claim. He must establish his claim on a balance of probabilities, that is, that it is more likely than not to be true.

The ledger submitted by the landlord contains a carry-forward opening balance of \$2,183.00 for January 2017. The landlord submitted no evidence to support the opening balance, such as a ledger or receipts, or the amount of rent due on which the balance was calculated. I therefore do not find that the landlord has met the burden of proof with respect to this aspect of his claim and I disallow his claim for outstanding rent before January 2017.

I find the ledger submitted by the landlord to contain other charges than rent. I disallow the two charges as follows:

- April 2017 - for “alc/groceries” for \$110.00;
- June 15, 2017 - for “wireless credit” of \$73.00

I find the landlord may apply the security deposit of \$700.00 to the monetary award as the tenant authorized in writing.

As the landlord has been largely successful in his claim, he is awarded reimbursement of his filing fee in the amount of \$100.00.

I accordingly grant the landlord a monetary award of **\$5,446.35** calculated as follows:

ITEM	AMOUNT
Rent (January 2017 to May 31, 2018); \$800.00-month x 18 months	\$14,400.00
Reimbursement of filing fee	\$100.00
Less allowable payments recorded in the landlord's ledger: January 2017	(\$20.00)
Less payment – February 2017	(\$20.00)
Less payment June 15, 2017	(\$1,500.00)
Less payment December 2017	(\$6,000.00)
Less payment March 217	(\$813.65)
(Less security deposit)	(\$700.00)

<b>Monetary Order</b>	<b>\$5,446.35</b>
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Conclusion

I grant the landlord a monetary order in the amount of **\$5,446.35**. This order must be served on the tenant. If the tenant fails to comply with this order, the landlord may file the order in the Provincial Court (Small Claims) to be enforced as an order of that Court.

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: December 13, 2018

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Residential Tenancy Branch