



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNR, MNDC, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to sections 67 and 72 of the *Residential Tenancy Act* for a monetary order for rent paid by a roommate to the tenant and to recover the filing fee.

Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that she did not file any of her own. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be decided**

Is the landlord entitled to a monetary order?

### **Background and Evidence**

The background facts are generally undisputed. The parties agreed that the tenancy started on July 31, 2019 and ended on June 15, 2020 by mutual agreement. The monthly rent was \$2,900.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$1,400.00. The tenant testified that she agreed to allow the landlord to retain the deposit.

A copy of the tenancy agreement was filed into evidence. A term in the agreement prohibits the tenant from keeping a roommate.

The tenant testified that she allowed a friend of hers to move into the rental unit, as a gesture of good will and to help her friend who had fallen on hard times. The tenant stated that her friend assisted her with the cost of utilities and food but did not pay rent to her.

The landlord testified that he found out that the tenant was collecting rent from this roommate and asked the tenant to end the arrangement. The landlord filed a copy of a statement from the room mate confirming that she paid rent for the suite inside the rental home. Other than the roommate's statement, the landlord did not file any proof of rent paid to the tenant by the roommate.

The landlord requested the room mate to pay rent directly to him and she did so for the month of May 2020. The tenancy ended on June 15, 2020.

The landlord agreed that he received rent as per the tenancy agreement, from the tenant in the amount of \$2,900.00 for the entire tenancy. The landlord stated that he is entitled to the extra \$1,000.00 per month that the tenant collected from her roommate. The landlord has applied for a monetary order in the amount of 8,500 representing the amount of rent collected by the tenant from the room mate.

### **Analysis**

Based on the testimony of both parties and the documents filed into evidence, I find that the tenancy agreement indicates that the rental unit was rented out for \$2,900.00 and that the landlord received full rent for the term of the tenancy.

As explained to the parties during the hearing, the onus or burden of proof is on the party making a claim to prove 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 the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

In this case the landlord states that the tenant was collecting \$1,000.00 from her roommate and the tenant denied the allegation. The tenant denied having received rent from the roommate but agreed to having received help with utilities and groceries. Other than the roommate's statement the landlord has not filed any documentation to support the amount of rent that the tenant allegedly collected from her roommate.

Even if I accept the landlord's testimony that the roommate paid rent to the tenant, I find that the landlord has not suffered a loss of rent. By his own admission he received full rent from the tenant as per the tenancy agreement, through the entire term of the tenancy. Since the landlord did not suffer a loss of income, I find that he is not entitled to additional rent. Therefore, I dismiss the landlord's claim of \$8,500.00.

Since the landlord has not proven his claim, he is not entitled to the recovery of the filing fee.

### **Conclusion**

The landlord's application 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: September 29, 2020

---

Residential Tenancy Branch