



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRL, FFL

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking a monetary order for unpaid rent or utilities and to recover the filing fee from the tenants for the cost of the application.

The landlord attended the hearing with an agent and both gave affirmed testimony. Both tenants also attended with another person assisting for translation purposes. One of the tenants and the tenants' translator also gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions.

At the commencement of the hearing the landlord's agent advised that none of the tenants' evidentiary material was provided to the landlord, and the tenants' translator confirmed that the evidence was not provided to the landlord. Any evidence that a party wishes me to consider must also be provided to the other party. Since the tenants have not done so, I decline to consider any of the tenants' evidence.

The parties agree that the landlords' evidentiary material has been provided to the tenants. Therefore, all evidence of the landlord has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Has the landlord established a monetary claim as against the tenants for unpaid rent?

### Background and Evidence

**The landlord's agent** (KS) testified that this tenancy began about 10 years ago with one of the tenants. There was no written tenancy agreement, and no security deposit or

pet damage deposit was collected by the landlord. Rent in the amount of \$1,050.00 was payable on the 1<sup>st</sup> day of each month. The rental unit is a basement suite and the landlord resided in the upper level of the home during this tenancy.

The landlord's agent further testified that the tenants were to move out by October 31, 2019 but didn't vacate until November 10, 2019 without paying rental arrears for September and October, 2019 and without paying any rent for November, 2019.

The landlord has provided copies of rental receipts, each in the amount of \$1,050.00 for the months of June, July and August, 2019. The landlord has also provided a typed submission indicating that the tenants bought a new place on October 28, 2019. It also states that the tenants didn't move out until November 1, 2019, however the landlord's agent testified that is an error; the tenants didn't vacate until November 10, 2019. The landlord's agent also testified that the tenants moved out without notice to the landlord, leaving abruptly, and the landlord learned of that on November 10, 2019.

The landlord has also provided a written document dated October 13, 2019 signed by the tenants stating that the tenants would vacate the rental unit on November 1<sup>st</sup> due to not paying rent for September and October.

No move-in or move-out condition inspection reports were completed and the tenants have not provided a forwarding address to the landlord.

The landlord previously made a claim for the unpaid rent, but didn't serve the tenants within 3 days as required, and the application was dismissed with leave to reapply.

**The landlord** (KSG) testified that during the tenancy one of the tenants' parents also resided in the rental unit. The landlord saw the parent on November 10, 2019 who told the landlord that the tenants had moved out.

There is no written tenancy agreement, however rent was \$1,050.00 due on the 1<sup>st</sup> day of each month.

The rental unit was re-rented in February, 2020. The landlord advertised by posting a notice at the landlord's place of worship in December, 2019.

**The tenants' assistant and translator** (KS) testified that the tenants paid rent to October 31, 2019 and that's when they moved out. Rent in the amount of \$650.00 was payable on the 1<sup>st</sup> day of each month and rent is all paid.

The tenants signed the letter stating that rent hadn't been paid for September or October, 2019 because the police were there and the tenants were stressed and didn't read the document before signing it.

**The tenant** (SSR) testified that he called the police on October 13, 2019 because the landlord cut off the power to the house. The tenants couldn't cook. The tenants were stressed and the police officer said that since the tenants were moving anyway, they should sign the document.

#### SUBMISSIONS OF THE LANDLORD:

The tenants called police but the landlord just wanted to collect the rent. The landlord denies cutting off the power.

#### SUBMISSIONS OF THE TENANTS:

Rent was paid in full and the tenants do not owe the landlord any money. No receipts were ever given to the tenants.

#### Analysis

Where a party makes a monetary claim as against another party, the claiming party must prove the claim.

In this case, the landlord claims 3 months of rent in the amount of \$1,050.00 per month. The tenants dispute that the tenants remained in the rental unit beyond November 1, 2019 and dispute the amount of rent payable per month, testifying that rent was \$650.00 per month. No written tenancy agreement exists.

The landlord has provided copies of receipts, but the tenants deny ever receiving any receipts. The landlord has also provided a copy of a note signed by the tenants confirming that the tenants owed rent for the months of September and October, 2019, but it does not indicate an amount. Whether or not the tenants were stressed, the tenants ought not to have signed the note if they disagreed with it.

In the circumstances, in the absence of any evidence to support the landlord's testimony, I find that the landlord has established a monetary claim as against the tenants for 2 months' rent at \$650.00 per month, for a total of \$1,300.00.

Since the landlord has been partially successful with the application the landlord is also entitled to recovery of the \$100.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,400.00.

This order is final and binding and may be enforced.

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: November 04, 2021

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Residential Tenancy Branch