



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

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DECISION

Dispute Codes MNRL-S FFL

Introduction

The landlords seek a monetary order against the respondent tenants for unpaid rent pursuant to sections 26 and 67 of the *Residential Tenancy Act* (the “Act”). They also seek recovery of the filing fee pursuant to section 72 of the Act.

The dispute resolution hearing began at 1:30 PM on September 20, 2022. In attendance were the tenants and an advocate who accidentally dialled into the hearing. The advocate then left the hearing at 1:31 PM. At 1:36 PM the landlord (L.R.) dialled into the hearing. The tenant (R.M.) and the landlord were affirmed before testifying. Neither party raised any issues with regard to the service of evidence, of which there was little.

Issue

Are the landlords entitled to a monetary order?

Background and Evidence

Relevant evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only relevant oral and documentary evidence needed to resolve the issue of this dispute, and to explain the decision, is reproduced below.

The tenancy started on April 1, 2021. Monthly rent is \$1,350.00 and it is due on the first day of the month. There is a \$675.00 security deposit and \$375.00 pet damage deposit.

The landlords seek \$6,750.00 in compensation for unpaid rent. In addition, they seek \$300.00 for an unpaid amount on the pet damage deposit (the total amount should be \$675.00). Submitted into evidence by the landlords were a blank *Monetary Order Worksheet*, a *Direct Request Worksheet*, a *Landlord Request to Amend Dispute Resolution Application* (regarding a 10 Day Notice to End Tenancy for Unpaid Rent), and a copy of the written residential tenancy agreement.

No other documentary evidence was submitted by the landlords, and the tenants did not submit any documentary evidence.

The landlord testified that the tenants have not paid rent for May, June, July, August, and September 2022. They thus owe \$6,750.00. The landlord testified that the tenants also owe \$300.00 for a pet damage deposit.

The tenant (R.M.) testified that the landlords stopped accepting rent in July. They also testified that “as far as I know” the landlords have been getting rent. Regarding the unpaid portion of the pet damage deposit, however, the tenant acknowledged that they owe the \$300.00.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 26 of the Act states that a tenant must pay rent when it is due under the tenancy agreement unless the tenant has a right under the Act to deduct all or a portion of the rent.

In this case, the landlord testified that the tenants owe five months’ worth of rent. They also testified that the tenants owe \$300.00 for the pet damage deposit. Conversely, the tenants dispute the landlords’ claim for unpaid rent, and as far as they are concerned rent has been paid. They do accept, however, that they owe \$300 for the deposit.

When two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence *over and above their testimony* to establish their claim. In the case before me, I find the landlord has failed to provide any evidence, beyond their testimony (which is refuted by the tenants) that the tenants owe rent.

There is no banking information, no bank statements, no account ledger, or any other type of documentary evidence to support the landlords’ claim that the tenants owe money for rent. While it is not lost on me that the landlord is “new to this,” as she put it, an applicant seeking compensation must ensure that they have evidence to support their claim. This is even more important when the respondent disputes the claim.

Taking into careful consideration all of the oral and documentary evidence before me, it is my finding that the landlords have not proven on a balance of probabilities that the tenants owe them five months of rent. Accordingly, this aspect of the landlords' application is dismissed without leave to reapply.

Regarding the amount claimed for the pet damage deposit because the tenants acknowledged owing this amount, they are hereby ordered to pay to the landlords this amount within 15 days of receiving a copy of this decision.

As the landlords' application was only partly successful, they are entitled to half of the cost of the application filing fee in the amount of \$50.00. In total, the landlords are awarded \$350.00. A monetary order in this amount is issued to the landlords, who must serve a copy of the monetary order on the tenants.

Conclusion

The application is hereby granted, in part.

This decision is final, binding, and made on delegated authority under section 9.1(1) of the Act. A party's right to appeal this decision is limited to grounds provided under section 79 of the Act or by an application for judicial review under the *Judicial Review Procedure Act*, RSBC 1996, c. 241.

Dated: September 21, 2022

Residential Tenancy Branch