



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to applications by the landlords and the tenant.

The landlords' application is seeking orders as follows:

1. For an order of possession for unpaid rent;
2. For a monetary order for unpaid rent; and
3. To recover the cost of filing the application.

The tenant's application is seeking orders as follows:

1. To cancel a notice to end tenancy for unpaid rent.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Preliminary issue

At the outset of the hearing the parties agreed that the tenant has vacated the rental unit and an order of possession if no longer required.

As a result, the tenant's application to cancel the notice to end tenancy is dismissed.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for unpaid rent?

Background and Evidence

Based on the testimony of the parties, I find that the tenant was served with a notice to end tenancy for non-payment of rent issued on April 23, 2013. The tenant acknowledged receiving the notice and filed to dispute the notice within the required time line under the Act.

In this case, the parties agreed the monthly rent was \$800.00. The tenant agreed he did not pay rent any rent for March, April and May 2013, totaling \$2,400.00. The parties agreed the tenant made a \$200.00 payment towards this amount. Rent owed for March, April and May total \$2,200.00.

The landlord testified that the tenant was having financial difficulties and only paid half the rent (\$400.00) for the months of October, November, December 2012 and January 2013. The landlord stated the tenant paid no rent for February 2013. The landlord seeks compensation in the amount of \$2,400.00.

The tenant testified that he paid the landlord \$800.00 for each of the months that are in dispute. The tenant stated the landlord did not provide rent receipts. The tenant stated each month he deposited his cheques from income assistance and that he withdrew the full amount of rent (\$800.00) from his bank account.

In this case, the tenant stated the landlord did not provide rent receipts, which is contrary to the Act and the tenant stated that he had proof he had rent and that his rent was withdrawn from his bank account in the full amount each month for the months that are in dispute.

As a result, the tenant was provided an opportunity to provide a copy of the above noted bank statements to the Residential Tenancy Branch and to the landlord by May 15, 2013. I reserved my decision for further consideration of this documentary evidence.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, the parties agreed the tenant owed rent for March, April and May 2013, in the total amount of \$2,200.00. Therefore, I find the landlord is entitled to compensation in the amount **of \$2,200.00.**

The evidence of the landlord was that the tenant was having financial difficulties and only paid half of the rent due for October, November, December 2012, and January, 2013 and no rent for February 2013. The evidence of the tenant was that he paid the rent in full to the landlord and the landlord did not provide him with rent receipts for cash

received. The evidence of the tenant was that he had proof he had rent as his income assistance cheques were deposited into his bank account and that he then withdrawn the full amount of rent each month.

The tenant was provided an opportunity to support his testimony by providing copies of these bank statements for my consideration and review by May 15, 2013. Those statements were not received by the branch for my consideration, even after given the opportunity to do so.

In light of the above, I accept that landlord's testimony that the tenant was has having financial difficulties and due to those difficulties rent was not paid in full.

I find on the balance of probability that the tenant failed to pay rent in the full amount for October, November, December 2012 and January 2013. I further find the tenant failed to pay any rent for February 2013. Therefore, I find the tenant breach section 26 of the Act, and the landlord suffered a loss. As a result, the landlords are entitled to compensation for unpaid rent in the amount of **\$2,400.00**.

I find that the landlords have established a total monetary claim of **\$4,650.00** comprised of unpaid rent and the \$50.00 fee paid by the landlord for this application. I grant the landlord an order under section 67 of the Act.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The landlords are granted a monetary in the above amount.

The tenant'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: May 21, 2013

Residential Tenancy Branch