



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNR

Introduction

This hearing dealt with an application by the landlord for a monetary order. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The tenancy began on June 15, 2012 and ended on September 7, 2013. The tenants were obligated to pay \$950.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$ security deposit.

As explained to the parties during the hearing, the onus or burden of proof is on the party making the claim. In this case, the landlord must prove their 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.

I address the landlord's claims and my findings around each as follows:

First Claim – The party listed as the landlord was a tenant in the upper portion of this home. The “landlord” stated that when he moved into the house he then became the landlord for the existing tenant residing in basement suite. The landlord stated that the owner of the home left him in charge of the house and was responsible for collecting the rent. The landlord is seeking \$950.00 in unpaid rent for the month of September. The landlord stated that he had served a One Month Notice to End Tenancy for Cause to the tenant on September 1, 2013. The landlord stated the tenant vacated the unit by September 7, 2013. The landlord stated the tenant did not pay the rent or provide proper notice.

The tenant disputes this claim. The tenant stated that this party was not her landlord. The tenant stated that her written tenancy agreement was with the owner of the home and that at no time the subject landlord of this hearing was deemed to be the landlord, agent or otherwise. The tenant stated that she has paid the homeowner the September rent. The tenant stated that she moved out because of this “bad situation”. The landlord did not provide any documentation reflecting his role as landlord or any receipts that would support that rent was paid to him as claimed. Based on the insufficient evidence before me and on the balance of probabilities I dismiss this portion of the landlords’ application.

Second Claim – The landlord is seeking \$500.00 for cleaning and repairs. The landlord stated that the unit required extensive cleaning, rubbish removal and drywall repairs. The landlord did not submit a condition inspection report or receipts to support his claim. The landlord submitted some photos that the tenant disputes as being authentic. The tenant stated that the photos were taken while she was moving and not after the unit was vacated and cleaned. Based on the insufficient evidence submitted by the landlord and on the balance of probabilities I must dismiss this portion of his application.

The landlord has not been successful in their application.

Conclusion

The landlords' application is dismissed in its entirety without leave to reapply.

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 19, 2013

Residential Tenancy Branch

