



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF, MNR, OPR

Introduction

This is an application brought by the Landlord(s) requesting an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, monetary order for outstanding rent totaling \$2700.00, and a request for an order for the tenant to pay the \$50.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issues are whether or not the applicant has established the right to an Order of Possession, and whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

This tenancy began on March 13, 2015 and at that time a security deposit of \$450.00 was collected.

On April 14, 2015 the landlord personally served the tenant with a 10 day Notice to End Tenancy for nonpayment of rent.

The landlord testified that:

- The tenant has paid no rent since the beginning of the tenancy even though he has given her numerous opportunities to pay the rent.
- Since the tenant was not paying the rent he served her with the ten-day Notice to End Tenancy, however the expiry date of that notice is passed and she is refusing to leave.
- He is therefore requesting an Order of Possession for as soon as possible and a monetary order as follows:

April 2015 rent outstanding	\$900.00
May 2015 rent outstanding	\$900.00
June 2015 rent outstanding	\$900.00
Filing fee	\$50.00
Total	\$2750.00

The tenant testified that:

- When she moved into the rental unit she had a co-tenant, however that co-tenant moved out on her and therefore she could not afford the full rent.
- Although she was never given a receipt, she did pay \$400.00 rent to the landlord in April 2015 and \$400.00 in May 2015.
- She did not pay any rent in the month of June 2015.

In response to the tenant's testimony the landlord testified that:

- He totally disagrees with what the tenant has said, as the tenant has paid no rent whatsoever.
- He did not receive \$400.00 from the tenant in the month of April 2015.
- He did not receive \$400.00 from the tenant in the month of May 2015.
- As stated previously he has received no rent whatsoever, the only money that has been paid is the security deposit of \$450.00.

Analysis

It is my finding that the tenant has not met the burden of proving that she paid any rent to the landlord. The burden of proving a claim lies with the person making that claim and in this case since it is just the tenants word against that of the landlord the tenant has not met the burden of proving her claim that she paid rent to the landlord.

It is also my finding that the landlord has shown that the tenant was properly served with a 10 day Notice to End Tenancy and has failed to comply with that notice. I have

therefore issued an Order of Possession to the landlord that is enforceable two days after service on the tenant.

Further, it is my finding that as of today's date there is a total of \$2700.00 in rent outstanding and I therefore Order that the tenant pay that outstanding rent.

I also order that the tenant pay the \$50.00 filing fee cost paid by the landlord.

Conclusion

As stated above I have issued an Order of Possession that is enforceable two days after service on the tenant.

I have issued a Monetary Order in the amount of \$2750.00.

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: June 11, 2015

Residential Tenancy Branch

