



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

The landlord applies for an order of possession pursuant to a ten day Notice to End Tenancy dated September 8, 2013 and for a monetary award for unpaid rent and loss of rental income from October 2013. At hearing, with the tenant's consent, the landlord's claim was amended to include a claim for loss of November rent.

Issue(s) to be Decided

Does the relevant evidence show on a balance of probabilities that the landlord is entitled to the relief requested>

Background and Evidence

The rental unit appears to be a shared two or three bedroom apartment. The tenancy started in February 2013 at a monthly rent of \$550.00. The landlord holds a \$275.00 security deposit.

The landlord claims that the tenant paid him only \$530.00 for September and so the landlord served a ten day Notice on September 8th by attaching it to the tenant's door. The landlord filed a Proof of Service document in which one of the tenant's roommates signed as a witness to that service.

The landlord says the tenant has paid him nothing since before the ten day Notice.

The tenant denies being served with the ten day Notice. He says the landlord posted the "Proof of Service" document to his door, not the Notice. He says he's paid all his rent. He says he pays by cash and the landlord will not give him a receipt.

Analysis

I find that the ten day Notice was attached to the tenant's door on September 8. The landlord's testimony of it has been corroborated by the roommate's signature as witness

of the Proof of Service document. Incidentally, had there been any confusion about it, one would have expected the tenant to have contacted the landlord regarding the document attached to the door. There is no evidence of any such communication.

I find the tenant has not paid rent since early September. Generally speaking the onus of proof is on the debtor to prove payment of a debt. In this case the debtor is the tenant. The *Residential Tenancy Act* requires that a landlord provide a receipt for a cash payment. A tenant paying by cash and not obtaining a receipt for that payment or providing some other, substantive, corroboration puts himself in a difficult position.

As a result of the ten day Notice, I find this tenancy ended on September 21, 2013 and the landlord is entitled to an order of possession.

I grant the landlord a monetary award for the \$20.00 rent arrears for September and \$1100.00 for loss of rental income for the months of October and November 2013, plus the \$50.00 filing fee for this application. I authorize the landlord to retain the \$275.00 security deposit in reduction of the amount awarded. There will be a monetary order against the tenant for the remainder of \$895.00.

Conclusion

The landlord's application is allowed. There will be an order of possession and a monetary order of \$895.00 against the tenant.

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 12, 2013

Residential Tenancy Branch

