



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPC, MNR, FF, CNR, CNC, ERP, RP, PSF, LRE, RR

### Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied for:

1. An Order cancelling a notice to end tenancy - Sections 46 and 47;
2. An Order for emergency and other repairs – Section 32;
3. An Order for the Landlord to provide services or facilities required by law - Section 65;
4. An Order suspending or setting conditions on the Landlord’s right to enter the rental unit – Section 70;
5. An Order for a rent reduction – Section 65; and
6. An Order to recover the filing fee for this application - Section 72.

The Landlord applied for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matters

At the onset of the hearing the Tenant stated that she found another rental unit and will be vacating the unit on July 15, 2015. The Tenant no longer wishes to dispute the notice to end tenancy. The Tenant stated that she wants to claim compensation for her losses during the tenancy. As the Tenant's claims in the application are all in relation to an ongoing tenancy and as the tenancy is ending shortly, I dismiss the application. The Tenant remains at liberty to make a claim for compensation as no such claim was made in the present dismissed application. The Landlord agreed to the Tenant vacating the unit on July 15, 2015. Given this agreement I provide an order of possession to the Landlord effective 1:00 p.m. on July 15, 2015.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started in October 2013. Rent of \$750.00 is payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$375.00 as a security deposit.

The Landlord states that in May 2015 the Tenant paid the Landlord only \$650.00 in cash and owes \$100.00. The Landlord states that no receipt was provided to the Tenant as the full amount of rent was not paid. The Tenant denies this and states that the rent is paid directly to the Landlord by social services near the end of each month for the next month. The Tenant states that the rent cheque for May 2015 would have been received by the Landlord at the end of April 2015. The Tenant states that she has never paid cash for the rent.

The Landlord states that many times the Tenant would pick up the cheque from social services and would cash it and then pay the Landlord. The Landlord states that she cannot recall what months the Tenant did this during the tenancy. The Tenant

vehemently denies cashing the cheques and states that the cheques are made out in the Landlord's name.

### Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Given the lack of accounting records indicating months that the Tenant paid cash for rent, considering that the Landlord provided no evidence of receipts for the payment of cash and considering the Tenant's denial of paying rent by cash, I find on a balance of probabilities that the Landlord has failed to substantiate the claim for unpaid rent of \$100.00. I therefore dismiss this claim. As the Landlord's monetary claim has been unsuccessful I decline to award recovery of the filing fee.

### Conclusion

**I grant** an Order of Possession to the Landlord effective 1:00 p.m. on July 15, 2015.

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: July 07, 2015

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Residential Tenancy Branch

