



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WENTWORTH PROPERTIES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OLC, FF, O

Introduction

This hearing was convened by way of conference call in response to the Tenants' Application for Dispute Resolution (the "Application") on August 4, 2017 for the following issues: to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities (the "10 Day Notice") dated August 2, 2017; for the Landlord to comply with the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; to recover the filing fee from the Landlord; and for "Other" issues, namely a request for monetary compensation.

One of the Tenants, an agent for the company Landlord and the building manager appeared for the hearing. All testimony was taken under affirmation. The hearing process was explained to the parties and they had no questions about the proceedings.

The Landlord's agent confirmed receipt of the Application and the Tenants' documentary evidence which was served prior to the hearing. The Landlord provided one page of evidence which the Tenant confirmed he had received during the tenancy.

Preliminary Matters

At the start of the hearing, the parties confirmed that their objective in this dispute was to determine a method of rent payment for this tenancy that would be agreeable to both parties. The Landlord's agent confirmed that the goal here was not to end the tenancy.

The relevant evidence before me was that the Tenant had paid rent in cash from the onset of this tenancy in June 2014. There is nothing in the tenancy agreement with respect to how rent is to be paid to the Landlord. When the Tenant attempted to make rent payment to the Landlord in cash for August 2017, the cash payment was refused by an agent of the Landlord because cash payments are no longer being accepted due

to security concerns and the inconvenience the handling of monies causes to the Landlord.

The Tenant refuses to give the Landlord banking information to set up direct deposits from the Tenant's bank account, and the Landlord refuses to give banking information to the Tenant for the Tenant to make electronic transfers directly into the Landlord's bank account.

Section 63 of the Act enables an Arbitrator to assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

Therefore, I asked the parties to voluntarily turn their minds to resolving the issue of payment of rent. The parties had a long discussion regarding future rent payments, then turned their minds to compromise and were able to reach the following agreement with my assistance.

Settlement Agreement

1. The 10 Day Notice for August 2017 was withdrawn with the consent of both parties. This is of no cause or effect.
2. For the foreseeable future, the Tenant will make rent payments to the Landlord in cash by attending the Landlord's business address, detailed on the signed tenancy agreement, between the business hours of 9 a.m. to 4:30 p.m.
3. The Tenant needs to make rent payments in this manner on or before the first day of each month and needs to consider dates where rent is payable and the business office may be closed for public holidays.
4. The parties agreed that rent in this manner will be payable by the Tenant until such time the parties are able to reach agreement in writing on an alternative method of payment.
5. Pursuant to Section 26(2) of the Act, the Landlord must provide the Tenant with a receipt for rent paid in cash.
6. The Tenant may deduct \$100.00 from his next installment of rent to achieve relief for the filing fee paid to make the Application. Therefore, the rent payable by the Tenant on November 1, 2017 will be \$1,090.00.
7. The Tenant will seek and provide the Landlord with banking costs for paying the Landlord rent with cheques. After this time period, the parties will engage in negotiations to achieve agreement on the method of rent payment.

8. If these negotiations are unsuccessful, the Tenant must continue to pay rent in cash as agreed to in the terms and conditions of this agreement.

The parties agreed to the above terms and conditions and that it was entered into voluntarily. Both parties still retain the right to request dispute resolution if negotiations between the parties are not successful. However, the parties were cautioned during the hearing to ensure that any agreement made between the parties is confirmed in writing and clearly sets out the terms, conditions, and consequences of it.

In his evidence, the Tenant had disclosed a monetary claim for costs associated with mailing, photocopying, loss of time and wages, commuting and time incurred for preparing for this hearing.

The Tenant had not disclosed the monetary claim amount on his Application. However, in any case, the Tenant was informed that these costs are not awardable to any party under the Act as they are costs associated with the dispute resolution process.

Conclusion

The 10 Day Notice was withdrawn by the parties. The parties agreed to work with each other to determine the method of rent payment moving forward. In the interim time period, the Tenant is to make his rent payment by cash to the Landlord's business office. The TT may deduct his filing fee of \$100.00 from his next month's rent. The remainder of 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 Act.

Dated: October 27, 2017

Residential Tenancy Branch