



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### Dispute Codes:

CNR

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application to set aside a Notice to End Tenancy for Unpaid Rent.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

### Issue(s) to be Decided

The issue to be decided is whether the Notice to End Tenancy for Unpaid Rent, served pursuant to section 39 of the *Manufactured Home Park Tenancy Act (Act)*, should be set aside.

### Background and Evidence

The Landlord and the Tenant agree that this tenancy was the subject of a dispute resolution hearing on November 04, 2009, at which time a Dispute Resolution Officer determined that the monthly rent for this rental site was \$275.00.

The Landlord and the Tenant agree that the Tenant did not pay the rent that was due on February 01, 2009 until April 02, 2009. The Landlord and the Tenant agree that the Tenant did not pay the rent that was due on March 01, 2009 until April 02, 2009. The Landlord and the Tenant agree that the Tenant did not pay the rent that was due on April 01, 2009 until April 02, 2009.

The Landlord and the Tenant agree that the Tenant has always paid rent in cash. The Tenant contends that he attempted to pay his rent when it was due on February 01, 2009; March 01, 2009; and April 01, 2009 but that he did not turn over the cash on those dates because the Landlord refused to provide him with a receipt. He stated that when he attempted to pay the rent the Landlord was either not at home or he was rude and abusive and refused to provide a receipt after he had the opportunity to count the money.

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The Landlord stated that he is “always home”. He acknowledged that on occasion he would not provide the Tenant with a receipt when the Tenant paid his rent in cash as the Tenant would not permit him to count the money prior to issuing a receipt.

The Landlord and the Tenant agree that the Landlord personally served a ten (10) day Notice to End Tenancy for Non-payment of Rent, which had an effective date of March 10, 2009 on the Tenant on February 28, 2009. The Tenant filed an Application for Dispute Resolution seeking to set aside that Notice on March 04, 2009.

At the hearing the Tenant indicated that he would be willing and able to pay his future rent payments by cheque. The Landlord asked that the payments be made by certified cheque or money order, although he stated he would not be willing to compensate the Tenant for the costs of those methods of payment.

## Analysis

Section 20(1) of the *Act* stipulates, in part, that a tenant must pay rent when it is due unless the tenant has a right under the *Act* to deduct all or a portion of the rent. I find that the Tenant breached the *Act* when he failed to pay his rent when it was due on February 01, 2009, March 01, 2009, and April 01, 2009.

Section 20(2) of the *Act* stipulates that a landlord must provide the tenant with a receipt when rent is paid in cash. I find that the Landlord breached the *Act* when he failed to provide the Tenant with a receipt for rent payments tendered on February 01, 2009, March 01, 2009, and April 01, 2009.

After hearing the evidence of both parties, I find that the animosity that exists between the parties contributed to both parties breaching the *Act*. The Tenant refused to pay his rent because the Landlord refused to provide a rent receipt. The Landlord refused to provide a rent receipt because the Tenant would not permit him to count the payment before issuing a receipt.

I find that both parties were mutually responsible for the rent being paid late and I find that this tenancy should not end as a result of the rent being paid late in February, March, and April.

## Conclusion

As I found that this tenancy should not end as the result of the late rent payments in February, March, and April, I hereby set aside the Notice to End Tenancy, dated



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February 28, 2009, and Order that this tenancy continue until it is ended in accordance with the *Act*.

In accordance with the agreement made by the Tenant at the hearing and in an attempt to avoid future disputes in relation to this tenancy, I hereby Order that all future rent payments will be made by cheque. I make this Order pursuant to section 55(3) of the *Act*. The Tenant is reminded of his obligation to provide rent payments on, or before, the first day of each month. To avoid future disputes, the Tenant may wish to consider delivering the rent cheque in the presence of a third party.

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: April 29, 2009.

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Dispute Resolution Officer