

Decision

Dispute Codes: CNC, FF

Introduction

This hearing dealt with an application by the tenant for cancellation of a notice to end tenancy for cause / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant is entitled to the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began on or about August 4, 2003. Rent in the amount of \$285.50 is payable in advance on the first day of each month.

The understanding is that the tenancy agreement provides that rent will be paid by way of post-dated cheques. However, the tenant does not maintain a chequing account and the landlord does not wish to have rent paid in cash. Accordingly, the parties have engaged in a practice whereby the tenant direct-deposits payment of rent into the landlord's bank account. The landlord requests that the tenant obtain two receipts from the bank on the occasion of this deposit, and then deliver one of these receipts to the Park Manager's mailbox. In this way, the Park Manager can readily verify that rent has been paid when due. The landlord stated that he prefers the Park Manager to manage the park's rental accounts in this way as opposed to providing the Park Manager with direct access to the landlord's bank account.

The tenant takes the position that it is onerous to remember to request two receipts from the bank, troublesome to deliver one of these receipts to the Park Manager's

mailbox, and in any event, there is no statutory requirement that the tenant show proof in this way that rent has been paid.

Arising from an occasion recently when the Park Manager had not received a receipt for the direct deposit of rent, the landlord issued a 10 day notice to end tenancy for unpaid rent dated July 7, 2010. Subsequently, the parties confirmed that rent had indeed been paid and the landlord therefore informed the tenant that he wished the tenancy to carry on in full force and effect.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to explore ways of achieving a resolution.

Analysis

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

The landlord takes the position that he has demonstrated goodwill and flexibility by providing the tenant with an opportunity to pay rent without having to maintain a chequing account. In turn, the landlord requests that the tenant demonstrate goodwill and flexibility by obtaining two receipts from the bank and delivering one of these to the Park Manager's mail box after rent has been paid by direct-deposit.

In the alternative, and in the absence of a copy of the tenancy agreement in evidence, if the parties are unable to reach an agreement to resolve the dispute, the landlord might consider giving the tenant notice of his intention to demand strict compliance with the tenancy agreement, pursuant to which payment of rent must be made by way of post-dated cheques.

Conclusion

Pursuant to discussion and agreement between the parties, the notice to end tenancy is hereby set aside and the tenancy presently continues in full force and effect.

As the parties undertook to attempt to resolve this dispute both, prior to the hearing and during the hearing itself, I find that the tenant's entitlement to recovery of the filing fee is limited to half, which is \$25.00. I order that the tenant may withhold this amount from the next regular payment of monthly rent.

DATE: September 1, 2010

Dispute Resolution Officer