



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNR, FF, MNDC

### Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties and the witness the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witness.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary Order for \$2000.00.

### Background and Evidence

The applicant testified that:

- The tenant has not paid the September 2010 rent, insisting that he paid it in advance at the beginning of the tenancy.
- He did not pay this rent in advance, and has provided no evidence in support of this claim.
- Had the tenant paid the September 2010 rent in advance he would certainly have been issued a receipt.

The applicant is therefore requesting an order as follows:

Outstanding September 2010 rent	\$1600.00
Photocopying costs for dispute resolution	\$6.00
Property management charges for dispute resolution	\$160.00
Filing fee	\$50.00
Total	\$1836.00

The respondent testified that:

- He did pay the September 2010 rent in advance at the beginning of the tenancy and it was paid in cash.
- The following payments were made at the beginning of the tenancy:

September 27 to September 30, 2009 rent	\$150.00 paid in cash
Remainder of October 2009 rent	\$750.00 paid by cheque
September 2010 rent	\$1600.00 paid in cash
Security deposit	\$800.00 paid by cheque
November 2009 to August 2010 rent	\$1600.00-each paid with 10 post-dated cheques

- The landlord issued 2 receipts for cash.
- One receipt in the amount of \$1000.00, was for rent for the \$150.00 September 2009 rent and the \$850.00 paid towards October 2009 rent. That receipt has been supplied in his evidence package.
- The 2<sup>nd</sup> receipt was for \$1600.00 for the cash paid for September 2010 rent, he has been unable to find this receipt.
- He did have a friend drive him to the meeting and his friend witnessed him pay \$2600.00 to the landlord.

Witness for the tenant gave the following answers to questions asked by the tenant :

- Question- Did you drive me to meet with the landlord at the beginning of my tenancy?
- Answer- Yes I did
- Question-Did I pay \$2600.00 cash to the landlord?
- Answer-Yes you did I witnessed you pay cash to the landlord, and I am aware that the amount was \$2600.00.

### Analysis

It is my decision that the tenant has not met the burden of proving that he paid September 2010 rent of \$1600.00 in advance at the beginning of the tenancy.

The tenant claims that he did pay this in cash and was issued two receipts; however I find it unlikely that the landlords would have issued two separate receipts if the tenant had paid \$2600.00 in cash. It's more likely that the landlord would have issued one receipt to cover the full amount of cash paid.

Further if the landlord did issue two receipts, why is it that the tenant is only able to produce one. Receipts are issued for the protection of the person who has made a payment and therefore it's incumbent upon that person to ensure they retain that receipt in case there is ever a dispute over whether or not the payment was made.

In this case where the landlord does not believe that the tenant paid the September 2010 rent in advance, it is a reasonable expectation on the part of the landlord, that the tenant should provide a copy of the receipt he claims to have received.

The witness for the tenant claims that he saw the tenant pay \$2600.00 in cash to the landlord; however in the absence of any receipt for that cash, other than for \$1000.00, I am not convinced that the witness's memory is accurate.

Therefore it is my decision that I will allow the landlords claim for the \$1600.00 rent outstanding for September 2010.

I also order recovery of the \$50.00 filing fee.

I will not allow the remainder of the claim, as these are costs resulting from pursuing the dispute resolution process and I have no authority to award costs.

### Conclusion

I have issued an order for the respondent to pay \$1650.00 to the applicants.

The remainder of this claim is dismissed without leave to reapply.

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: March 03, 2011.

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Residential Tenancy Branch