



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNR, RP, FF

Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy and an order that the landlord perform repairs. Both parties participated in the conference call hearing.

Issues to be Decided

Should the notice to end tenancy be set aside?
Should the landlord be ordered to perform repairs?

Background and Evidence

The parties agreed that on March 14 the tenant was served with a 10 day notice to end tenancy for unpaid rent (the "Notice") and further agreed that the tenant was obligated to pay \$860.00 per month in rent.

The tenant testified that he always pays his rent in cash and that he made this payment on March 2 by giving cash to the landlord who promised to give him a receipt, but failed to do so. The tenant suggested that he had a witness who saw the transaction but stated that the witness would not testify for fear of reprisal.

The landlord denied having received payment in the month of March and testified that his practice is to issue receipts immediately upon receipt of rent monies. The landlord provided copies of receipts for past rental payments.

The tenant also seeks an order that the landlord treat the rental unit for bedbugs.

Analysis

When a landlord alleges that a tenant has not paid rent, the burden is on the tenant to prove that rent has in fact been paid. While this is usually proven by showing a receipt, the tenant could have provided witness testimony or proof that he withdrew money on or

near the date on which he claims to have made the payment. In this case, the tenant provided no evidence to corroborate his claim that rent was paid. The landlord testified that he always issues receipts at the time rent is received and the tenant did not dispute that this has been the case with past rental payments.

In the absence of evidence to show that the tenant paid rent, I find that he has failed to meet the burden of proving that rent was paid and accordingly I decline to set aside the Notice. The tenancy will end in accordance with the Notice.

As the tenancy is ending, it is unnecessary to address the claim for an order that the landlord treat the rental unit for bedbugs.

Conclusion

The tenant's claim 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 *Residential Tenancy Act*.

Dated: April 06, 2011

Residential Tenancy Branch