



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC

### Introduction

Some 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 the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is an application to cancel a Notice to End Tenancy that was given for cause.

### Background and Evidence

The landlord testified that:

- The tenant has been late paying the rent every single month since the tenancy began.
- Half the rent is paid by the Ministry of Human-Resources, and the other half is paid by the tenant himself.
- The portion that is paid by the Ministry of Human-Resources always comes on time; however the portion paid by the tenant is always late and he has a struggle collecting that rent from the tenant.
- The tenant's portion for the month of May 2011 has not been paid at all.

The tenant testified that:

- He always pays his rent on time; however the landlord never gives receipts and therefore he has no way of proving it.
- He does not owe any money for the month of May 2011, that rent has been paid in full however again the landlord has not issued a receipt and therefore he has no way of proving it.

### Analysis

It is my decision that the applicant has not met the burden of proving that he has paid his rent on time every month, or that the rent for May 2011 has been paid in full.

I accept the landlord's testimony at the rent has been late every month and that there is still rent outstanding for the month of May 2011.

Further, the tenant did not dispute the Notice to End Tenancy within the 10 day time period set out under the Residential Tenancy Act, and therefore he is conclusively deemed to have accepted the end of the tenancy. The tenant admits that he received the Notice to End Tenancy on April 29, 2011, however he did not file his dispute until May 12, 2011.

I therefore will not allow the tenant's request to cancel the Notice to End Tenancy.

### Conclusion

This application is dismissed in full without leave to reapply, and at the request of the landlord I have issued an Order of Possession that is enforceable two days after service on the tenant.

I further order that the applicant pay the filing fee of \$50.00, which was previously waived, to the director of the Residential Tenancy Branch.

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: June 06, 2011.

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Residential Tenancy Branch