



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF, OLC

Introduction

Some documentary evidence and written arguments has been submitted by the applicant 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 a request for an order cancelling a Notice to End Tenancy that was given for cause, a request for an order for the landlord to comply with the Residential Tenancy Act, and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The landlord testified that:

- He cannot give me exact dates, but the tenant was late paying the rent almost every month in the year of 2011, sometimes as late as 15 days past the due date.
- He checked off the box that stated the tenant is engaged in illegal activity by mistake and he is not implying that the tenant is engaged in any illegal activity.
- The tenant verbally agreed to do some repairs in the house and has failed to do so. Nothing was put in writing.
- The tenancy agreement states that only two vehicles are allowed to be parked on the property, and the tenant has four vehicles parked on the property and therefore is breaching the tenancy agreement.

The tenant testified that:

- The rent is always available for the landlord on the first of the month; however he is not always available to receive the rent.
- She cannot prove the dates on which the rent was paid because the landlord refuses to give her rent receipts when she pays her rent in cash.
- She has never had a verbal agreement with the landlord to do any repairs to the rental unit.
- We had three vehicles at the time that the respondent purchased the rental property, and now we have a fourth vehicle that was approved by the respondent.

Analysis

It is my finding that the landlord has not met the burden of proving his reasons for ending this tenancy.

The landlord has supplied no evidence whatsoever to this hearing in support of his Notice to End Tenancy and therefore it is just his word against that of the tenants.

The burden of proving the reasons for ending a tenancy lies with the landlord and when it is just the landlord's word against that of the tenant that burden of proof is not met.

The landlord claims the rent is been late on numerous occasions however he was unable to even give me a specific month that the rent was late.

The landlord claims that there was a verbal agreement to do repairs however the tenant denies any agreement and therefore, in the absence of any supporting evidence, the landlord has not met the burden of proving that portion of the claim.

The landlord also claims that the tenancy agreement limits the tenant to two vehicles, however I have read the tenancy agreement and there is no such restriction. The section of the tenancy agreement which the landlord thought restricted the tenant two vehicles, in fact only states that parking for two vehicles is included in the rent.

Further it is also my finding that the landlord has not been complying with the Residential Tenancy Act, because the landlord has not been supplying the tenant with receipts when rent is paid in cash.

Conclusion

Order

The Notice to End Tenancy for cause, dated September 13, 2011, is hereby cancelled and this tenancy continues. I further Order that the landlord bear the cost of the filing fee paid for this hearing. The tenant may therefore make a one-time deduction of \$50.00 from future rent payable to the landlord.

I further order that the landlord comply with the Residential Tenancy Act by supplying receipts to the tenant for any rent paid in cash.

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: October 19, 2011.

Residential Tenancy Branch