



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a notice to end tenancy for unpaid rent.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Issue(s) to be Decided

Should the notice to end tenancy be cancelled?

Background and Evidence

Based on the testimony of the landlord, I find that the tenant was served with a notice to end tenancy for non-payment of rent on October 20, 2011, by personal service. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The tenant testified that normally he pays his rent in cash, but there has been a lot of conflict with the landlord recently and he felt cheques would be better. He testified that his rent has been paid and has submitted a carbon copy of a cheque payable for October rent. The name on the cheque is the name of the building that he resides in.

The landlord testified that he did receive a cheque from the tenant, but the name on the cheque is the name of the building and the cheque is not cashable. He testified that he went to the tenant and asked him to change the name on the cheque to the landlord's name, but the tenant refused.

When the tenant was directly asked why he would not change the name on the cheque, he said that it's the landlord's problem if he can't cash it, that it is the name of the building that he resides in and that it is also the name that is on the license for the building. He argued he is not obligated to make the cheque payable in the landlord's name.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the tenant has not paid rent as set out in the Act. Rent is payable to the landlord as the tenant knows. He has lived there for approximately 6 years. The tenant was approached by the landlord with the opportunity to pay his rent, but the tenant refused.

I find that the landlord is entitled to an order of possession effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The tenant failed to pay all the rent as set out in the notice to end tenancy.

I find that the landlord is entitled to an order of possession effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

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: November 14, 2011.

Residential Tenancy Branch