



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF  
                                CNR, FF

### Introduction

This hearing dealt with cross applications by the landlord and tenants. The application by the landlord is for an order of possession for unpaid rent, a monetary order for unpaid rent and recovery of the filing fee. The application by the tenants is to cancel a notice to end tenancy for unpaid rent and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is either party entitled to any of the above under the Act.

### Background and Evidence

This tenancy began March, 2011 with monthly rent of \$650.00 and the tenants paid a security deposit of \$325.00 and a pet damage deposit of \$150.00.

On October 30, 2011 the landlord gave the tenants a '2 Month' Notice to End Tenancy for Cause/End of Employment. This notice was not given to the tenants on the proper form and was set aside under file 782722 on November 22, 2011.

On December 30, 2011 the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that the tenants have not paid the November, December 2011 rent of the January 2012 rent.

The tenants testified that the landlord was not telling the truth and that the tenants have a receipt for the November 2011 rent. The tenants did not pay the December 2011 rent on time as the landlord was in India until December 24, 2011. The tenants maintain that the landlord refused to give them a receipt for their cash rent payment and that is why the rent remains unpaid.

The landlord refuted the tenant's testimony insisting that all 3 months of rent remains unpaid. The landlord also stated that she had given the tenants 2 month notice so that she could move in to the rental unit however that was not a valid notice and it was set aside in the November 22, 2011 hearing.

The tenants stated that they are willing to pay the rent but not without getting a receipt for the cash and that they will be vacating the rental unit by the end of January 2012.

### Analysis

Based on the documentary evidence and testimony I find that neither party has proven their claim against the other.

The tenants maintain that the November 2011 rent is paid and the landlord states this is not true. The tenants also maintain that the 10 day notice to end tenancy for unpaid rent is invalid as the landlord refused to give the tenants a receipt for their cash rent payments which resulted in the tenants not being able to pay the rent.

The parties understand that the following direction is to be followed:

- The tenants are to fax a copy of the receipt for the November 2011 rent to this office no later than January 18 at 6:00PM.
- If proof of payment for November 2011 is not provided by the tenants the landlord will be entitled to an order of possession for unpaid rent.
- The tenants are to pay the December 2011 and January 2012 rent in full to the landlord no later than January 20, 2012 at 6:00PM.
- If the December 2011 and January 2012 rent is not paid the landlord will issue the tenants a new 10 day notice for unpaid rent.
- When the tenants vacate the rental unit at the end of January they understand that the unit is to be left in a clean, rentable condition.
- The deposits being held by the landlord may not be used for rent unless the landlord agrees.
- The deposits being held by the landlord will be dealt with in accordance to the *Act* at the end of the tenancy.

The tenant's application is hereby dismissed without leave to reapply.

The landlord's application is hereby dismissed without leave to reapply.

As neither party has been successful in their claim neither is entitled to recovery of the filing fee.

Conclusion

The tenant's application is dismissed without leave to reapply.

The landlord's application 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: January 18, 2012

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Residential Tenancy Branch