



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR FF O

### Introduction

This hearing dealt with an application by the tenants to cancel a notice to end tenancy for cause. Both tenants and an agent for the landlord participated in the teleconference hearing.

### Preliminary Issue – Service of Notices to End Tenancy

On April 11, 2012 the tenants applied to cancel a notice to end tenancy for unpaid rent. The tenants stated that they received a 10 day notice to end tenancy for unpaid rent on April 10, 2012. The notice is dated April 3, 2012, and indicates that the tenants failed to pay their monthly rent of \$900, which was due on April 1, 2012. The landlord stated that she posted the notice on the tenants' door on April 3, 2012. The landlord did not provide sufficient evidence to establish that she did post the notice on April 3, 2012. I therefore find that the tenants were not deemed served with the notice on April 6, 2012, and they are not required to apply for an extension of time to make their application.

The landlord and the tenant agreed that on April 13, 2012 the landlord served the tenants a second notice to end tenancy for unpaid rent in the amount of \$600. Neither party produced a copy of that notice. Further, the tenants made their application to dispute the first notice before they were served with the second notice. I therefore did not address the issue of the second notice to end tenancy served on the tenants on April 13, 2012.

### Issue(s) to be Decided

Should the notice to end tenancy dated April 3, 2012 be cancelled?

### Background and Evidence

The tenants pay monthly rent of \$900. The tenants were late paying rent for April 2012. On April 10, 2012 the male tenant called the landlord and discussed paying April's rent. He then put cash into an envelope and put it through the mail slot in the landlord's office

door. The landlord later found the envelope with \$300 in it, and she called the tenant to ask him about the remaining \$600 for rent. The tenant called the police to report a theft. The landlord issued the tenant a receipt for use and occupancy only, and served the tenants another notice to end tenancy for the remaining \$600 in unpaid rent.

The tenant stated that when he spoke to the landlord, he told her all he had was cash, and she told him to put the cash in the office mailbox. The tenant put \$900 in cash into an envelope and put it through the mail slot. The landlord told the tenant that when she got his envelope it was already ripped open on the side and there was only \$300 inside. The tenant reported the theft to the police. The tenant stated that he paid the rent and should not have to pay twice.

The landlord stated that when she spoke to the tenant, she thought he said he was going to pay by money order. The landlord found the envelope ripped open with \$300 in cash inside.

### Analysis

I find that the notice to end tenancy for unpaid rent dated April 3, 2012 is valid. Regardless of the possible miscommunication between the landlord and the tenant about payment of the rent and the subsequent possible theft of \$600, the tenant did not pay the rent in full for the month of April.

As the tenants were not successful in their application, they are not entitled to recovery of the filing fee for the cost of their application.

### Conclusion

The tenant's application is dismissed. It is open to the landlord to apply for an order of possession.

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 27, 2012.

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Residential Tenancy Branch