



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Code:** CNC

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for orders as follows:

1. To cancel a Notice to End Tenancy given for Cause;
2. An order to recover the filing fee paid for this application pursuant to Section 72.

Both parties appeared and gave evidence under oath. I accept that the landlord was properly served with the tenant's Application for Dispute Resolution hearing package.

### **Background, Analysis and Findings**

The landlord submitted evidence that on March 15, 2012 the tenant was ordered by Order of the Residential Tenancy Branch to provide the landlord with 6 post-dated cheques for his rent payments. He was also ordered to pay the remaining security deposit then owing of \$160.00 and to pay the pet deposit of \$300.00 on or before March 31, 2012.

The landlord submits that the tenant has not provided the post-dated cheques as ordered. Further, that he paid his rent due on April 1 on April 2 and he paid it by way of a money Order not by way of post-dated cheques as ordered. In addition, the landlord submitted evidence that the tenant's cheque in the sum of \$460.00 in payment of the remaining security deposit and pet deposit was not honoured by his bank. The landlord then issued the Notice to End Tenancy for cause: repeated late payment of rent and non-compliance with an order made under the legislation. The landlord confirmed that to date the tenant has not provided post-dated cheques nor has he paid the security and pet deposits in full as ordered.

The tenant says his cheque for the security/pet deposit was returned by his bank because there was an error in the transit number on his cheques. For this reason he did not issue the post-dated cheques because he needs new cheques. The tenant

confirmed that he has not yet paid the sums required because he was awaiting the outcome of today's hearing.

## **Findings**

I find that the landlord has met the burden of proving that the tenant was ordered to provide post-dated cheques for his rental payments and he was ordered to pay the balance owing on his security deposit and pay a pet deposit and he has not done so. The tenant argues that this is due to bank errors but he has not produced sufficient evidence to show that the bank made errors. Further, if the bank did make errors, it would seem prudent for the tenant to make other arrangements to make payment to the landlord for the returned cheque which he has not done. Overall I find that the landlord has cause to end this tenancy for the reasons stated on the Notice.

I therefore dismiss the tenant's application to cancel the Notice to End Tenancy with the effect that this tenancy ended on the effective date set out on that Notice, that is, April 30, 2012.

As the applicant's claim has been dismissed he is not entitled to recover the filing fee he paid for this application.

At the hearing of this matter the landlord requested an Order of Possession. Having dismissed the tenant's application to cancel the Notice to End Tenancy I will therefore issue the Order of Possession. I will therefore issue the Order of Possession effective April 30, 2012.

## **Conclusion**

The landlord is provided with a formal copy of an Order of Possession. This is a final and binding Order enforceable as any Order of the Supreme Court of British Columbia.

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 25, 2012.

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Residential Tenancy Branch