



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR

Introduction

This hearing was held in response to the tenant's Application for Dispute Resolution in which the tenant has applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent.

The tenant provided affirmed testimony that on July 3, 2012, at approximately noon, he personally served copies of the Application for Dispute Resolution and Notice of Hearing the landlord, at the landlord's residence. The landlord lives in the same building as the tenant.

These documents are deemed to have been served in accordance with section 89 of the Act; however the landlord did not appear at the hearing.

Issue(s) to be Decided

Should the 10 Day Notice to End Tenancy for Unpaid Rent issued on be cancelled?

Background and Evidence

The tenancy commenced in November 2010; rent is \$400.00 per month. There is no written tenancy agreement. The parties have agreed that \$200.00 rent payments are due every 2 weeks, totaling \$400.00 per month. The tenant stated that his next payment is due July 27, 2012.

The tenant said he owes the landlord \$250.00 as the landlord is refusing to accept his cash rent payments. The tenant does not receive receipts for cash payments made.

The tenant has disputed a 10 Day Notice to End Tenancy for Unpaid Rent issued on June 25, 2012, for \$50.00 rent owed. The tenant submitted his applicaiotn within 5 days.

When the landlord gave the tenant the Notice, the tenant attempted to pay the \$50.00 he owed the landlord; the landlord refused to take the payment.

Analysis

As the landlord was served with Notice of this hearing and failed to attend in support of the Notice he has issued to the tenant, I find that the 10 Day Notice to End Tenancy for Unpaid Rent issued on June 25, 2012, is of no force and effect. The tenancy will continue it is ended as provided by the Act.

Section 26(2) of the Act requires a landlord to issue a receipt for any cash payment made by a tenant. Therefore, in order to ensure that payments are accepted and that a record of rent payment exists I find, pursuant to section 62(3) of the Act; that the tenant is at liberty to make any form of rent payment he chooses, which allows him to retain a record of the payment. For example, payment made by money order is the equivalent of cash and allows the tenant to retain a record.

Refusal to accept rent payments is not the equivalent of a failure to pay rent.

Conclusion

As I have determined that the 10 Day Notice to End Tenancy for Unpaid Rent issued on June 25, 2012, is of no force or effect I find that this tenancy will continue.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: July 19, 2012.

Residential Tenancy Branch