



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR OLC SS O

### Introduction

This hearing dealt with an application by the tenants to cancel a notice to end tenancy for unpaid rent, as well as for an order that the landlord comply with the Act and an order allowing the tenants to serve the landlord in a different way than required by the Act. Both tenants and the landlord participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that he had received the tenants' evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

During the hearing the landlord confirmed that the document he served on the tenants was a Proof of Service of a notice to end tenancy, not the notice itself. As the landlord did not serve the tenants with a notice to end tenancy, there was no notice for me to consider.

### Issue(s) to be Decided

Should I issue an order allowing the tenants to pay their rent to the landlord in a different way than required by the Act?

### Background and Evidence

The tenants stated that they send their rent cheque for December 2012 rent to the landlord by registered mail on November 30, 2012. The landlord did not receive the cheque, and then he attempted to serve the tenants a notice to end tenancy for unpaid rent. The tenants sought an order allowing them to pay their rent into a trust account, and the landlord would then personally pick up the rent cheques.

The landlord stated that he was opposed to travelling to pick up the rent cheques from a trust account. The landlord verified the mailing address that he provided to the tenants

for sending the rent cheques. The landlord had suggested that the tenants send him post-dated cheques, but the tenants refused.

### Analysis

I declined to order the landlord to receive the rent in the way proposed by the tenants. I explained to the tenants that the landlord had provided a service address, as required by the Act, and it was the tenants' responsibility to pay their monthly rent. If the tenants sent cheques by registered mail to the address provided by the landlord, the landlord would be deemed to be served with the registered mail five days after mailing.

### Conclusion

As the landlord did not serve a notice to end tenancy on the tenants, the tenancy continues.

The remainder of the tenants' application is dismissed.

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 23, 2013

---

Residential Tenancy Branch

