



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Wall Street Holdings  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR

### Introduction

This is an application filed by the tenant for an order to cancel a notice to end tenancy issued for unpaid rent.

Both parties attended the hearing by conference call and gave testimony. The landlord confirmed that no documentary evidence was submitted. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

The landlord's agent has made reference to an application filed by the landlord for a dispute resolution hearing, but was unable to provide any details of the file number or when the hearing would take place. The tenant stated that he was unaware of any application filed by the landlord. As such, with no other details, this hearing proceeded strictly on the tenant's application for dispute. The landlord seeks an order of possession to end the tenancy.

### Issue(s) to be Decided

Is the tenant entitled to an order cancelling the notice to end tenancy?

Is the landlord entitled to an order of possession

### Background and Evidence

Both parties confirmed that the landlord served the tenant with a 10 day notice to end tenancy issued for unpaid rent dated June 3, 2014, which states that the tenant failed to pay rent of \$1,280.00. Both parties confirmed that the \$1,280.00 was in reference to unpaid rent for May 2014 and June 2014 \$640.00 for each month.

The tenant's witness, R.D. states that he witnessed the tenant, D.C. count \$760.00 and place it into a sealed envelope for which he delivered to the hotel management to pay his rent. The witness, states that he gave the envelope to "Debbie" who refused to sign in receipt of the rent payment. The witness then stated that he left the envelope with

“Debbie” and left without a receipt. The landlord disputes that the tenant paid any rent for May and June of 2014 and that no rent has yet been paid for July. The landlord states that the tenant was instructed to pay the rent to him and not at the hotel, but that if he did to obtain a receipt as confirmation of rent payment. The tenant has also provided copies of two cash withdrawal slips from his bank. One is made for \$760.00 withdrawn on May 30, 2014, the second on April 30, 2014, but that the amount is unreadable. The tenant’s witness also stated that he had previously delivered the rent in January 2014 with 3 cheques which were delivered to the landlord without any receipts.

### Analysis

I accept the evidence of both parties and find that the tenant was properly served with a 10 day notice to end tenancy issued for unpaid rent dated June 3, 2014. The tenant states that rent was paid for May and June by cash to the landlord’s other agent. The landlord disputed this. The tenant has provided a witness who stated that the cash was left with an agent of the landlord who refused to sign in receipt of the paid monthly rent twice. I find on a balance of probabilities that I prefer the evidence of the landlord over that of the tenant. I find that the tenant has failed to provide sufficient evidence to establish that rent was paid to the landlord’s agent. The tenant’s application is dismissed. The notice dated June 3, 2014 is upheld. The landlord is granted an order of possession. The order of possession must be served upon the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

### Conclusion

The tenant’s application is dismissed.  
The landlord is granted 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: July 03, 2014

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Residential Tenancy Branch

