



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Community Builders
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

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

The tenant's legal advocate, D.D. attended on his behalf by conference call. The landlord's agent attended the hearing by conference call. The tenant's advocate stated that she has not had any recent contact with the tenant, but was prepared to go ahead with the hearing. Both parties confirmed receiving the notice of hearing package and the tenant's submitted documentary evidence. The landlord confirmed that no documentary evidence was filed by the landlord. As such, I am satisfied that both parties having attended and were properly served with the notice of hearing package and the submitted documentary evidence.

During the hearing, the landlord requested that the address for service be changed for the landlord. No comment was made by the tenant's advocate. As such, the landlord's primary mailing address shall be amended.

At the end of the hearing the landlord made an oral request for 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 for unpaid rent dated December 1, 2014 by posting it to the rental unit door. The notice states that the tenant failed to pay rent of \$525.00 that was due on December 1, 2014 and displays an effective end of tenancy date of December 12, 2014.

The tenant's advocate states that her client disputes the landlord's claim and that rent was paid in cash to a staff member. The landlord states that there is no record of any rent being paid by the tenant. The landlord clarified that staff spoke to the tenant on December 5, 2014 and was told by the tenant that he had paid cash to a man who came to his door for the rent. The landlord stated that the tenant was unable to provide a receipt for the cash rent payment or a name of the person or a description of the man. The landlord stated that all tenants were given a letter dated November 26, 2014 stating that no cash rent payments were to be made to staff members. The landlord stated that attempts were made to try and arrange for partial payments to address the arrears, but that the tenant refused to communicate with them over this issue. The landlord stated that as of the date of this hearing, the tenant has not paid any rent.

Analysis

I accept the evidence submitted by both parties and find that the landlord has properly served the tenant with a 10 day notice to end tenancy issued for unpaid rent dated December 1, 2014 by posting it to the rental unit door on the same date.

I find based upon the evidence of both parties that the tenant has failed to provide sufficient evidence to satisfy me that rent was paid. The tenant did not attend the hearing to provide any further evidence and the tenant's advocate was unable to provide any further details. The tenant's application to cancel a notice to end tenancy is dismissed. The notice dated December 1, 2014 is upheld. The landlord is granted an order of possession. The tenant must be served with the order of possession. 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: January 09, 2015

Residential Tenancy Branch

