



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order by way of the Direct Request Process. The matter went before an adjudicator who deemed it necessary to have this matter addressed by way of a participatory hearing. Both parties participated in the conference call hearing. Both parties gave affirmed evidence. The tenant confirmed that they received the notice of hearing documents and the documentary evidence for this hearing as purported by the landlord. I am satisfied that the tenant has received the said items in accordance with the rules of procedure and the Act.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

### Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about December 15, 2013. Rent in the amount of \$870.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$435.00. The tenant failed to pay rent in the month(s) of April 2015 and on April 2, 2015 the landlord

served the tenant with a notice to end tenancy. The landlord stated that the tenant paid the rent on April 21, 2015 in full along with a \$25.00 late fee which she was given a receipt for use and occupancy only.

The tenant gave the following testimony:

The tenant stated that she attempted to pay the rent on April 7, 2015 and on April 12, 2015. The tenant stated that on both occasions the landlord refused her payment and told her that it must be paid in cash, certified cheque or money order. The tenant stated that she had never been late with her rent and that she was confused as to why the landlord would not accept her cheque. The tenant stated that she wants to stay in the unit.

### Analysis

In the landlords own testimony he acknowledged and conceded that the tenant made attempts to pay him within the five days after receiving the notice to end tenancy for unpaid rent as required. The landlord stated that due to his twenty years' experience of being a landlord he felt that the tenants' cheque wouldn't be any good and chose to refuse it. The landlord also acknowledged that the tenant had never been late in paying her rent during her tenancy.

Although the tenant did not file for dispute resolution within the five days as noted on the notice to end tenancy for unpaid rent, she did make attempts to pay the rent within five days as corroborated by the landlord. Based on the landlords own admission of refusing to accept rent without any basis or history of late payments, I hereby set aside the 10 Day Notice to End Tenancy for Unpaid Rent dated April 2, 2015 for the unpaid rent for the month of April 2015. The tenancy continues on the same terms and conditions as agreed upon at the outset of the tenancy.

### Conclusion

The notice is set aside. The landlords' application is dismissed. The tenancy continues.

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: May 20, 2015

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Residential Tenancy Branch

