



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNR; MNDC; OLC; FF

### **Introduction**

This hearing dealt with the Tenant's Application for Dispute Resolution seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities; compensation for damage or loss under the Act, regulation or tenancy agreement; an Order that the Landlord comply with the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Landlord.

The parties gave affirmed testimony. It was established that the Landlord received the Notice of Hearing documents and copies of the Tenant's documentary evidence on September 16, 2015. It was also determined that the Landlord provided the Tenant with copies of his documentary evidence on or about October 16, 2015.

At the outset of the Hearing, the parties agreed that the Notice to End Tenancy was paid and disputed within 5 days of service of the Notice upon the Tenant. Therefore, pursuant to the provisions of Section 46(4) of the Act, the Notice has no effect and is canceled.

### **Issue(s) to be Decided**

- Is the Tenant entitled to compensation under the Act, regulation or tenancy agreement?
- Should the Landlord be ordered to comply with the Act, regulation or tenancy agreement?

### **Background and Evidence**

The Tenant gave the following testimony:

Rent is \$1,500.00. There is a tenancy agreement, in writing, but the Landlord did not give him a copy of the agreement. The Tenant believes that rent is due on the first day

of each month. The Tenant pays rent in cash, but the Landlord does not provide him with a receipt.

The Tenant seeks compensation in the amount of \$136.80, for lost wages because he had to take time off to attend the teleconference.

The Tenant seeks an Order that the Landlord serve him with a 2 Month Notice to End Tenancy for Landlord's Use, because the Landlord has told him that he "wants his house back to reside in".

The Landlord gave the following response:

The Landlord does not give receipts for rent paid in cash because the Tenant doesn't ask for them.

The Landlord gave the Tenant a copy of the tenancy agreement. Rent is due on the first day of each month.

### **Analysis**

It is important to note that the Landlord became highly agitated during the Hearing. He complained that I was not listening to him and repeatedly interrupted me when I was trying to respond to his concerns. The Landlord stated that he gave the Tenant a One Month Notice to End Tenancy for Cause and that he wanted to know when the Tenant was moving out. I explained to the Landlord that the only Notice I would be dealing with during this Hearing is the 10 Day Notice to End Tenancy. I tried to explain this to him three times before I finally ended the call.

The Act requires a Landlord to provide receipts for rent paid in cash, whether or not the Tenant asks for them. The Act also requires a Landlord to provide the Tenant with a copy of the tenancy agreement. There was dispute with respect to whether or not the Tenant was provided with a copy of the tenancy agreement at the beginning of the tenancy. Therefore, I make the following Orders:

1. I ORDER that the Landlord provide the Tenant with a copy of the tenancy agreement.
2. I ORDER that the Landlord provide the Tenant with receipts for rent paid in cash.

I find that rent is due on the first day of the month. The Tenant was cautioned about paying rent when it is due.

There is no provision in the Act for recovery of lost wages to attend a teleconference. This portion of the Tenant's Application is dismissed.

I explained to the Tenant that I could not order the Landlord to provide him with a 2 Month Notice. It is up to the Landlord to issue such a notice and to serve the Tenant with it, if the Landlord intends to occupy the rental unit. If the Landlord does not wish to occupy the rental unit, then the tenancy will continue until it is ended in accordance with the provisions of the Act.

The Tenant's Application had some merit, and I find that he is entitled to recover the cost of the \$50.00 filing fee from the Landlord. Pursuant to the provisions of Section 72 of the Act, the Tenant may deduct \$50.00 from future rent due to the Landlord.

### **Conclusion**

The Notice to End Tenancy for Unpaid Rent is cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

The Landlord is ORDERED to provide the Tenant with a copy of the tenancy agreement. The Landlord is ORDERED to provide the Tenant with receipts for rent paid in cash.

The Tenant may deduct **\$50.00** from future rent due to the Landlord, in recovery of the cost of the filing fee.

The remainder of the Tenant's 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: November 03, 2015

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Residential Tenancy Branch

