



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. An Order cancelling a notice to end tenancy – Section 46; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Tenant's evidence that the Landlord was served in person on December 14, 2015 with the application for dispute resolution and notice of hearing in accordance with Section 89 of the Act. The Landlord did not attend the hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

The tenancy started on June 15, 2014. Rent of \$825.00 is payable monthly on the first day of each month. The Landlord posted a 10 day notice for unpaid rent (the "Notice") on the door of the unit indicating that the Tenant failed to pay the rent owed for December 2015.

The Tenant pays rent in cash as the Landlord refuses to take cheques. The Tenant does not receive receipts from the Landlord. The Tenant paid the full rent on December 1, 2015 in cash. The Tenant has a witness to this payment of the rent and this witness provided a statement. The Tenant provides copies of bank statements showing cash withdrawals on December 1, 2015 in the total amount of \$820.00. The Tenant had the extra \$5.00 on hand. The Tenant has asked for receipts for the cash rents paid however the Landlord has failed to provide any receipts. The Tenant claims a cancellation of the Notice and an Order that the Landlord provide receipts for the rents paid in cash.

Analysis

Section 46 of the Act provides that a landlord may end a tenancy if rent is unpaid. Based on the undisputed evidence of the Tenant I find that the rent for December 2015 was paid in full on December 1, 2015. As a result I find that the Notice is not valid and the Tenant is entitled to its cancellation.

Section 26 of the Act provides that a landlord must provide a tenant with a receipt for rent paid in cash. Based on the undisputed evidence that the Tenant has not been provided with receipts for cash paid rents, I find that the Landlord is in breach of the Act. Although the Tenant has not claimed a remedy other than an order that the Landlord comply with the Act, I strongly caution the Landlord against a failure to follow the Act in the future. I further order the Landlord from this point forward to provide receipts to the Tenant for any cash payments received for rent.

As the Tenant's application has had merit I find that the Tenant is entitled to recovery of the \$50.00 filing fee. The Tenant may deduct this amount from future rent payable in full satisfaction of the claim.

Conclusion

The Notice is cancelled and the tenancy continues.

I grant the Tenant an order under Section 67 of the Act for **\$50.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: February 03, 2016

Residential Tenancy Branch

