



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SOLTERRA HARO STREET LLP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

The tenant applies to cancel a ten day Notice to End Tenancy for unpaid rent dated July 7, 2016.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Neither party submitted documentary evidence.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the ten day Notice is a valid Notice?

Background and Evidence

The rental unit is a room in a twelve room rooming house. The tenancy started in March 2013. The current monthly rent is \$500.00, due on the first of each month, in advance. The landlord holds a \$250.00 security deposit.

The tenant lives on a disability income. His rent is paid to the landlord direct, by mail, from the responsible government ministry.

In July the landlord reported to the tenant that it had not received the July rent. The tenant has taken steps to have the regular cheque from the ministry replaced, but to do so it is necessary for the landlord to sign a statement for the ministry that it will not cash the original cheque if found. The parties are in a dispute about whether the tenant should bring that document to the landlord for signing or whether the landlord should attend on the ministry to sign.

There is no dispute but that the ministry has been sending monthly rent cheques to the landlord for years. The landlord received the June rent cheque from the ministry and it received the August rent cheque from the ministry.

It cannot be determined why the landlord is unable to account for the July rent. It may be a fault within the ministry or in Canada Post's delivery system. It may be that the cheque has been delivered but for some reason remains unaccounted for in the landlord's office.

In these circumstances I cancel the Notice.

As stated at hearing, it is the tenant's job to replace the cheque and he must take all steps necessary to accomplish that job. Concurrently, it is the landlord's job to reasonably accommodate the tenant in having the cheque replaced.

I have given the tenant a timeline until September 30, 2016 to replace the July rent cheque. If it has not been replaced and given to the landlord by then, the landlord may consider the July rent to be unpaid.

This decision was rendered orally at hearing and 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: August 30, 2016

Residential Tenancy Branch