



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

OPR, OPL, MNR, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Landlord's Use of Property and to recover the fee for filing this Application for Dispute Resolution. The Agent for Landlord stated that on August 04, 2017 the Application for Dispute Resolution and the Notice of Hearing were sent to the Tenant, via registered mail. The male Tenant acknowledged receipt of these documents.

On August 22, 2017 the Landlord submitted an Amendment to an Application for Dispute Resolution in which the Landlord applied for an Order of Possession for Unpaid Rent and for a monetary Order for unpaid rent.

The Agent for Landlord stated that on August 25, 2017 the Amendment to an Application for Dispute Resolution was sent to the Tenant, via registered mail. The male Tenant acknowledged receipt of these documents.

On August 17, 2017 the Landlord submitted 13 pages of evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was served to the Tenant, via registered mail, on August 18, 2017. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

During the hearing the Agent for the Landlord withdrew all of the Landlord's claims, with the exception of the claim for unpaid rent for June of 2017 and to recover the fee for filing this Application for Dispute Resolution.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

### Preliminary Matter

During the hearing the Agent for the Landlord applied to amend the application to include a claim to recover the security deposit. The female Tenant opposed the application. As the Tenants were not previously notified that the security deposit would be considered at these proceedings, the application to amend the application to include a claim to recover the security deposit was declined.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for unpaid rent from June of 2017?

### Background and Evidence

The Agent for the Landlord and the female Tenant agree that:

- this tenancy began on January 15, 2016;
- the Tenant agreed to pay monthly rent of \$1,800.00 by the fifteenth day of each month;
- rent is typically paid in cash;
- typically the Landlord did not issue a receipt when rent was paid in cash;
- the Landlord did issue one receipt for rent for July, which was paid on July 27, 2017, which noted that it was being accepted for occupancy only; and
- the rental unit was vacated in early August of 2017, although they differ on the exact date.

The Agent for the Landlord stated that rent was not paid for June of 2017. The female Tenant stated that rent of \$1,800.00 was paid on June 15, 2017, in cash, and that a receipt was not provided.

### Analysis

There is a general legal principle that places the burden of proving a loss on the person who is claiming compensation for the loss. In regards to the claim for unpaid rent from June of 2017, the burden of proving that rent was not paid in cash, as claimed by the Tenant, rests with the Landlord.

Section 26(2) of the *Residential Tenancy Act (Act)* stipulates that a landlord must provide a receipt when rent is paid by cash. Cash receipts help to establish when a rent payment has not been made. When a landlord regularly provides receipt for cash payments there is an expectation that a tenant will produce a receipt for every cash payment that has allegedly been made. When a tenant is unable to provide a receipt for an alleged payment and receipts are typically provided, it lends credibility to a landlord's claim that a cash payment has not been made.

When a tenant has previously made cash payments and has never been provided with a receipt, there is no expectation that the tenant will provide a receipt for a cash payment that has been made. In these circumstances the Landlord's failure to regularly provide receipts for cash payments made during this tenancy has significantly impaired the Landlord's ability to prove that the Tenant did not pay rent in cash for June of 2017. The Landlord did not submit any other evidence, such as a copy of a payment ledger, to corroborate the claim that the Tenant did not pay rent for June of 2017 in cash. I therefore dismiss the claim for unpaid rent from June of 2017.

I find that the Landlord has failed to establish the merit of this Application for Dispute Resolution and I dismiss the application to recover the cost of filing this Application for Dispute Resolution.

### Conclusion

The Application for Dispute Resolution 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 *Act*.

Dated: October 26, 2017

---

Residential Tenancy Branch