



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, FF

Introduction

In the first application the tenant seeks to have cancelled a ten day Notice to End Tenancy for unpaid rent received November 20, 2020. In the second application the landlord seeks an order of possession pursuant to the Notice.

Issue(s) to be Decided

Was the Notice a valid Notice to End Tenancy? Has it resulted in this tenancy ending?

Background and Evidence

The rental unit is a three bedroom house. The tenancy started in March 2019 at a monthly rent of \$2300.00, due on the 15th of each month. The landlord holds a \$1150.00 security deposit and a \$1150.00 pet damage deposit.

The Notice claims that the tenant failed to pay \$4600.00 due November 15, 2019.

At first the tenant agreed that he owed \$4600.00 on November 15, 2019. Then he testified that the home was for him, his wife and his family but his wife and he had separated. He says that in October his wife caused him to be wrongfully arrested at his place of work and as a result he was fired on October 23, losing his income and rendering him unable to pay rent. While recounting this episode he concluded that he must have paid the \$2300.00 rent due October 15 because he was fired after that. He testified that he “can’t see how he would not have paid” the October rent and he was “almost positive” he did. He indicated he paid the landlord cash and did not get a receipt.

The landlord testifies that there was no such payment in October and that the tenant had indicated he would pay the October rent with his November rent on November 15. She says she has not received either payment.

Analysis

The onus of proof of payment of a debt, rent in this case, is on the debtor; the tenant.

I find he has not proved payment of October rent. In the face of the landlord's denial of payment it is incumbent on the tenant to prove payment. He has no receipt, cash payment was not the normal method of payment, initially he admitted \$4600.00 was owed on November 15 and he appears to have no specific memory of paying the October money, saying "I must have" and "I'm almost positive." The tenant has not proved, on a balance of probabilities that he did not owe the landlord \$4600.00 for rent due November 15, 2019.

The Notice in question is a valid notice.

Pursuant to s. 38 of the *Residential Tenancy Act* this tenant ended on December 1, 2019. The landlord will have an order of possession.

Conclusion

The tenant's application is dismissed. The landlord's application is allowed. I authorize the landlord to recovery the \$100.00 filing fee for her application from the security deposit that she holds.

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: January 13, 2020

Residential Tenancy Branch