



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR MNDCT OLC RP LRE FFT

This hearing dealt with the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act) to cancel a 10 day Notice to End Tenancy for Unpaid Rent or Utilities dated January 2, 2020 (10 Day Notice), for a monetary order of \$700.00 for compensation or money owed under the Act, regulation or tenancy agreement, for an order directing the landlord to comply with the Act, regulation or tenancy agreement, for regular repairs to the unit, site or property, to suspect or set limits on the landlord's right to enter the rental unit, and to recover the cost of the filing fee.

The tenant and landlord DJ (landlord), and a support person for the landlord PB, attended the teleconference hearing. The tenant and landlord were affirmed and given the opportunity to testify and present any evidence submitted in accordance with the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). The parties were also given the opportunity to ask questions during the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The tenant did not submit any documentary evidence for my consideration. The tenant testified that they did not receive the landlord's documentary evidence. I have considered the testimony of both parties as a result.

Preliminary and Procedural Matters

Rule 2.3 of the RTB Rules authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the application, the most urgent of which is the application to cancel the 10 Day Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to cancel the 10 Day Notice and the tenant's application to recover the cost of the filing fee

at this proceeding. The balance of the tenant's application is dismissed, with leave to re-apply.

In addition to the above, the parties confirmed their email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Issues to be Decided

- Should the 10 Day Notice be cancelled?
- Is the tenant entitled to the recovery of the filing fee under the Act?

Background and Evidence

The parties agreed that the tenancy began on April 1, 2019 and that monthly rent was \$600.00 per month and due on the first day of each month. A copy of the 10 Day Notice was not submitted in evidence. The parties agreed that the 10 Day Notice was dated January 2, 2020, which the tenant testified they received on January 2, 2020.

The parties also agreed that the effective vacancy date listed on the 10 Day Notice was January 11, 2020, which would automatically correct under section 53 of the Act, to January 12, 2020. The amount listed as owing on the 10 Day Notice was \$600.00 for December 1, 2020 and January 1, 2020. The tenant applied to dispute the 10 Day Notice on January 3, 2020.

The landlord testified that the tenant failed to pay rent for December 2019 and January 2020. The tenant disagreed with the landlord and stated that they paid \$600.00 cash for December 2019 rent on December 1, 2019, but that the landlord has not issued one receipt to the tenant for rent payments paid in cash to the landlord. The tenant testified that on December 31, 2019, they paid another \$600.00 to the landlord, for January 2020 rent and again the landlord did not issue a receipt for the payment.

The landlord admitted that they have not issued any receipts for rent payments paid in cash during the tenancy. The tenant also stated the landlord has not provided a service address to the tenant, which the landlord admitted was true. The landlord provided their service address during the hearing, which has been included on the cover page of this decision for ease of reference for the tenant.

Analysis

Based on the documentary evidence and the testimony of the parties provided during the hearing, and on the balance of probabilities, I find the following.

10 Day Notice issued by landlord – Section 26(2) of the Act applies and states:

Rules about payment and non-payment of rent

26(2)A landlord must provide a tenant with a receipt for rent paid in cash.

[Emphasis added]

Based on the above and considering that the landlord admitted to never having issued a receipt to the tenant for rent payments made in cash, I find the landlord has breached section 26(2) of the Act. Furthermore, I find the landlord's breach prevents the tenant from being able to prove if rent has been paid as the landlord failed to provide any receipts for when rent was paid in cash since the start of the tenancy. Therefore, I find that based on the landlord's actions by failing to issue receipts for all rent payments made in cash, that the landlord placed the tenant in the position of being unable to prove whether rent was paid for December 2019 and January 2020.

As a result of the above, **I cancel** the 10 Day Notice as I find the landlord's breach of the Act prevented the tenant from being able to provide proof of cash rent payments by failing to issue receipts, which are required under section 26(2) of the Act.

Based on the above, **I ORDER** the tenancy to continue until ended in accordance with the Act.

In addition, **I caution** the landlord to issue receipts for all future rent payments made in cash by a tenant.

Further to the above, section 13(2)(e) of the Act applies and states:

Requirements for tenancy agreements

13(2)A tenancy agreement must comply with any requirements prescribed in the regulations and must **set out all of the following:**

(e)the address for service and telephone number of the landlord or the landlord's agent;

[Emphasis added]

Based on the landlord's admission during the hearing, I find the landlord failed to provide their service address on the tenancy agreement, which is required under the Act. During the hearing, the landlord provided their service address, which has been included on the cover page of this decision for ease of reference. **I caution** the landlord to ensure that all future tenancy agreements include the service address for the landlord. If the tenant would like to make all future rent payments by post-dated cheques, the tenant may use the service address for the landlord on the cover page of this decision.

As the tenant's application had merit, I grant the tenant the recovery of the \$100.00 filing fee. **I authorize** the tenant a one-time rent reduction in the amount of **\$100.00** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee.

Conclusion

The 10 Day Notice dated January 2, 2020 issued by the landlord has been cancelled and is of no force or effect. The tenant has been granted a one-time rent reduction in the amount of \$100.00 for the recovery of their filing fee.

The tenancy shall continue until ended in accordance with the Act.

The landlord has been cautioned to comply with sections 26(2) and 13(2)(e) of the Act as described above.

This decision will be emailed to both parties as indicated above.

This decision is final and binding on the parties, unless otherwise provided under the Act, 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: March 3, 2020

Residential Tenancy Branch