



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OLC FFT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- An order that the landlord comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- Authorization to recover the filing fee from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

As both parties were present service was confirmed. The parties each confirmed receipt of the materials. Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88 and 89 of the *Act*.

### Issue(s) to be Decided

Should the landlord be ordered to comply with the Act, regulations or tenancy agreement?

Is the tenant entitled to recover their filing fee from the landlord?

### Background and Evidence

This periodic tenancy began in July 2017. The monthly rent was \$750.00 at the outset of the tenancy and payable by the first of each month.

The tenant submits that they have consistently paid their rent in cash with the landlord providing receipts on some occasions. The tenant acknowledged that the door to the

manager's office where rent is paid has a clear sign indicating that there is a no cash policy. The tenant testified that they have made payments by cash until January 2020 when the landlord refused to accept the cash payment. The tenant said that they subsequently obtained a money order for the rent payment but the landlord refused to issue a back dated receipt. The tenant submits that the landlord ought to have dated the receipt for the 1<sup>st</sup> of the month when rent was available in cash but refused by the landlord.

The landlord submits that while they have made exceptions and accepted cash on occasions for rent they have indicated to the tenant the existence of the policy and that they have not waived their right to enforce the no cash policy. The landlord testified that they have issued receipts for all rent payments as required under the Act.

### Analysis

The onus to establish their claim on a balance of probabilities lies with the applicant. In the present case the tenant did not submit any documentary evidence in support of their claim and provided only testimony about their grievances with the landlord's conduct.

The copy of the tenancy agreement submitted into evidence is silent on the method of payment while the photograph of the property manager's office clearly indicates that there is a no cash policy. The landlord testified that they have indicated to the tenant on each instance when they have paid by cash that this was an exception and not a waiver of the rules for payment.

The tenant submits that they have consistently paid their rent to the landlord by cash and that therefore the landlord should not be able to enforce their no cash policy. The tenant seeks an order that the landlord comply with the Act, regulations and tenancy agreement by accepting cash payments of rent and to issue receipts when rent is paid in this manner.

I find insufficient evidence in support of the tenant's position. I find that there is a clear no cash policy for this tenancy as evidenced in the sign on the rental property and the numerous correspondences by the landlord reminding the tenant of this fact. I accept that there have been occasions where the landlord has accepted payment by cash but I find these to be the exception rather than the norm. I do not find the landlord's conduct to be clear and unambiguous representation that the tenant may pay rent by cash.

I accept the landlord's evidence that a term of this tenancy agreement is that there is a no cash policy for payments. I find that the landlord is not in contravention of the Act, regulations or tenancy agreement by seeking to enforce this term of the tenancy. I do not find the tenant's submission that they ought to be allowed to pay rent in cash as they have done so in the past to be persuasive or supported in the materials.

Consequently, I dismiss the tenant's application in its entirety without leave to reapply.

### Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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: March 31, 2020

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Residential Tenancy Branch