



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OT, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on March 24, 2020 (the "Application"). The Tenant applied for something other than a defined claim, as well as the return of the filing fee, pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant and the Landlord's Agent G.M. attended the hearing at the appointed date and time. At the beginning of the hearing, the parties acknowledged receipt of their respective application package and documentary evidence. No issues were raised with respect to service or receipt of these documents during the hearing. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Tenant entitled to an order that he be permitted to pay his rent by debit, pursuant to Section 62 of the Act?
2. Is the Tenant entitled to an order that he be permitted to pay his rent in two portions each month, pursuant to Section 62 of the Act?

Background and Evidence

The parties testified and agreed to the following; the tenancy began on September 1, 2010. Currently, the Tenant pays rent to the Landlord in the amount of \$1,323.00. The Tenant paid a security deposit in the amount of \$535.00.

The Tenant stated that he had a verbal agreement with the previous Landlord about him being permitted to pay rent in two portions each month. The Tenant stated that he would typically pay rent mid month and again at the end of each month. The Tenant stated that he would pay his rent via debit. The Tenant stated that he has formed a pattern of paying rent in this fashion and frequency.

The Landlord's Agent responded by stating that the Landlord purchased the rental property on March 3, 2020. The Landlord's Agent stated that they do not have the ability for Tenants to pay their rent by debit, therefore this is not a payment option. The Landlord's Agent stated that they prefer payment in form of cheque or money order, however, the Landlord is willing to make an exception and allow the Tenant to pay rent in cash. During the hearing, the parties agreed that the Tenant would pay rent to the Landlord in cash and that the Landlord would provide the Tenant with a receipt each month.

The Landlord's Agent stated that according to the tenancy agreement, the Tenant is required to pay rent to the Landlord on the first day of each month. As such, the Landlord's Agent stated that the Landlord is not willing to allow the Tenant to pay his rent in portions as requested. The Landlord provided a copy of the tenancy agreement in support.

Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26 of the Act outlines the rules about payment and non-payment of rent;

- (1) A tenant must pay rent when it is due under the **tenancy agreement**, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

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

In this case, the Landlord provided a copy of the tenancy agreement which stated that the Tenant is required to pay rent to the Landlord on the first day of each month. As such, I find that the Tenant is required to pay the full amount of rent, on or before the first day of each month, as the Tenant had agreed to at the time of entering into the tenancy agreement. While the Tenant stated that he and the previous owner had a verbal agreement about when rent was due, I find that the Tenant provided insufficient evidence to demonstrate that the tenancy agreement was amended to include this term.

In light of the above, I dismiss the Tenant's Application without leave to reapply. I find that the Tenant is not entitled to the return of the filing fee paid to make the Application.

Conclusion

The Parties agreed that the Tenant is permitted to pay rent to the Landlord in cash. The Tenant's Application to pay rent in portions is dismissed without leave to reapply. The Tenant is required to pay rent in full on the first day of each month.

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: May 19, 2020

Residential Tenancy Branch