



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding E.M.A.I. CRIMES JUSTICE DEPARTMENT and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, FFT

### Introduction

The tenant applies to cancel a ten day Notice to End Tenancy for unpaid rent received July 14, 2020. The Notice asserts that the tenant failed to pay the rent due January 1, February 1 and March 1, 2020

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

The tenant Mr. L.C. agrees that while he has listed his business name as a tenant in this matter, vis a vis this landlord, he, personally, is the tenant.

### Issue(s) to be Decided

Did the tenant fail to pay rent for January, February and March 2020?

### Background and Evidence

The rental unit is a two bedroom “rancher” located on two acres of land. There is no written tenancy agreement. The tenancy started in September 2017. The rent is \$1400.00 per month, due on the first of each month. The landlord holds a \$700.00 security deposit.

The tenant admits that he did not pay the February or March rent but testifies that he has been paying as much as he can towards outstanding rent as work has come available to him. Payment of rent has always been made personally. The landlord comes around to the property to receive it. The tenant was unable to state and particular payment having been made: the date or amount.

The tenant indicates that he is on a disability, suffering from severe “ADHD.” He says he has paid the “shelter” portion of that money to the landlord.

The landlord testifies that the tenant has paid him no money since before January and that after March he has received a government payment of \$300.00 per month under a COVID-19 program. The money is paid by the government for rent relief for a specific month. The government has not paid any rent relief to the landlord for the three months in question.

### Analysis

The burden of proof of payment of a debt initially falls to the debtor, the tenant in this case. He has failed to establish that he had paid any money to the landlord in reduction of the January, February or March rents.

As a result, the Notice in question is a valid Notice and, by operation of s. 46 of the *Residential Tenancy Act* (the “RTA”), has caused this tenancy to end ten days after the Notice was given on July 14, 2020, namely on July 24, 2020.

Under s. 55 of the *RTA*, the landlord is entitled to receive an order of possession in these circumstances.

### Conclusion

The tenant’s application is dismissed. The landlord will have an order of possession.

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: August 20, 2020

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Residential Tenancy Branch