



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPR, CNR, MNR, MNSD, MNDC, FF*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The tenant applied for an order to cancel the notice to end tenancy.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Did the landlord serve a valid notice to end tenancy? Is the landlord entitled to an order of possession or should the notice to end tenancy be set aside? Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The landlord and tenant entered into a tenancy agreement on March 10, 2014. The rent is \$2,450.00 per month due on the first day of each month. Prior to moving in the tenant paid a security deposit of \$1,275.00.

The landlord testified that the tenant usually paid rent by email transfer of funds and filed proof of rent payments made in this manner, through the tenancy. The tenant agreed that on October 03, 2014, she paid rent by email transfer and then cancelled the transaction. The tenant stated that she did so was because she received a text message from the landlord informing her that rent had not been received. The tenant stated that she resent the rent by email transfer on October 04, 2014.

The landlord filed evidence by way of a bank statement regarding deposits of rent into her bank account by email transfer. The statement shows a confirmation number confirming that on October 04, 2014, a deposit of \$2,450.00 was made by email transfer, into the landlord's account.

On October 23, 2014, the landlord served the tenant with a notice to end tenancy for non payment of rent for October plus \$80.00 owed from June 2014. The tenant stated that \$80.00 was for a transaction involving a lawn mower.

Analysis

Based on the sworn testimony of both parties and the documentary evidence of the landlord, I find that the tenant paid rent for October 2014 in the full amount of \$2,450 by email transfer on October 04, 2014. Therefore I find that the landlord did not have reason to serve the tenant with a notice to end tenancy for nonpayment of rent, on October 23, 2014. Accordingly, the notice to end tenancy is set aside and the tenancy will continue.

The landlord has not proven her case and therefore must bear the cost of filing this application.

Conclusion

The notice to end tenancy is set aside. The tenancy will continue.

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: December 04, 2014

Residential Tenancy Branch

