



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MT, MNDC, OPT, RR, FF

Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy, more time to file that application, a monetary order, an order of possession and an order permitting them to reduce their rent as well as various other orders. Both parties participated in the conference call hearing with both tenants being represented by AH. In this decision, where I refer to the tenants in the singular form, it is AH to whom I refer as he is the tenant who testified during the hearing.

Issues to be Decided

Should the notice to end tenancy be set aside?
Are the tenants entitled to a monetary order as claimed?
Are the tenants entitled to or do they require an order of possession?
Are the tenants entitled to a rent reduction?
Are the tenants entitled to the other orders sought?

Background and Evidence

The parties agreed that the tenancy began in November 2014 and that rent is set at \$775.00 and is payable in advance on the first day of each month. They further agreed that the tenancy agreement provides that if the tenants fail to pay rent on time, a \$25.00 late payment fee is payable. The parties further agreed that the tenants paid rent late in the months of December, January and February and that as of the date of this hearing, they have not paid the outstanding \$75.00 in late fees. They further agreed that on April 3, 2015, the tenants were served with a 10 day notice to end tenancy for unpaid rent (the "Notice") for \$75.00 in unpaid rent for February and the \$75.00 in late fees.

The tenant testified that he paid \$700.00 of his rent on February 6 and claimed that on or about February 15, he gave the landlord a cheque for the remaining \$75.00, which he claims was cashed on February 17. The landlord testified that she had no record of having received the \$75.00 payment.

The parties agreed at the hearing that the landlord would provide the tenant with invoices for the three late payment charges as his bank offered to pay the charges if he submitted invoices.

The tenants seek a monetary order compensating them for the time spent in preparing for the dispute and a declaration that late fees are not legally imposed. They also seek a reduction in rent because the landlord does not provide security services. The tenant acknowledged that the tenancy agreement does not require the landlord to provide security services.

The tenants also sought an order “dissolving” the lease and setting a month to month tenancy at a reduced rate and an order requiring the landlord to post copies of the Residential Tenancy Act and information handbook on the residential property. They further asked that I order the landlord to accept electronic rental payments and to read a document regarding best practices for realtors.

Analysis

At the hearing, the landlord stated that she was not anxious to end the tenancy, but just wished to collect the late payment fees and the overdue rent. As the tenant has a record of a cheque used to pay the overdue rent, I instruct the tenants to provide the landlord with a copy of that cheque. If after viewing that cheque and comparing the banking information recorded on the back of the cheque with their records the landlord still believes that the tenant owes \$75.00 for the month of February, the landlord is free to serve another notice to end tenancy. The Notice at issue is set aside and of no force or effect.

The landlord agreed to provide the tenant with an invoice for the late payment fees. If the tenant is unable to secure payment from his bank, I remind him that he is obligated to cover those charges himself.

I dismiss the remainder of the application. The landlord has no legal obligation to provide security services, there is no reason to set aside the lease agreement or to impose a month-to-month tenancy at a reduced rate, the landlord is not obligated to post copies of the *Residential Tenancy Act* or any other publication or to read information about best practices for realtors and the landlord cannot be compelled to accept electronic transfers of money.

The tenants have not yet proven to my satisfaction or to the landlord's satisfaction that February rent was paid. In the absence of such evidence and because the remainder of

the tenants' application was in my opinion frivolous, I find that the tenants should bear the cost of the \$50.00 filing fee.

Conclusion

The Notice is set aside and the landlord has leave to issue a new notice if they can prove that February's rent is still outstanding. The landlord has agreed to provide an invoice for 3 months of late payment fees. The remainder of the claim is dismissed.

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, 2015

Residential Tenancy Branch

