



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 an Application for Dispute Resolution by the Tenant filed under the Residential Tenancy Act to have the landlord comply with the Act, and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions at the hearing. The parties confirmed they were not making any unauthorized recordings of this hearing.

The landlord confirmed they received the tenant's evidence. The landlord did not submit any evidence to be considered.

Issue to be Decided

Should the landlord be ordered to comply with the Act?

Background and Evidence

The tenancy began on June 1, 2018. Rent in the amount of \$850.00 was payable on the first of each month. The rental property was sold, and the purchaser took possession of the property on August 6, 2020. At this time the purchaser became the new landlord and the tenancy continued with the tenant.

The tenant testified that they paid their rent for August 2020 on July 31, 2020 to the previous landlord's agent. The tenant stated that their new landlord did not receive any portion of the rent and they now want them to pay it again.

The tenant testified that they were served with a repayment plan; however, they should not have to pay rent again for August 2020, as it was paid to the previous landlord. The tenant stated that this should have been settled between the previous landlord and the purchaser when the property was sold. The tenant stated that they had asked the landlord's agent in a text message to transfer the rent money they paid for August 2020 to the new landlord and they responded that they would talk to the new landlord and that it was not a problem.

The landlord testified that they spoke to the previous male landlord and indicated that the tenant was in rent arrears and they were told August 2020 rent was not paid.

The tenant responded that they do not know who this male person is as their landlord was a female. The tenant stated that they were a good tenant and were not in rent arrears. The tenant submits all rent was paid.

Filed in evidence are text messages between the tenant and the previous landlord and their agent. It appears from these messages that rent was paid for August 2020 to the landlord's agent.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this matter, the landlord's subject to this dispute purchased the property and the closing date was on August 6, 2020. Under the term of the tenancy agreement rent was payable on the first day of each month. This means rent was payable to the previous landlord, not the landlord subject to this hearing.

The evidence of the tenant was that rent for August 2020 was paid on July 31, 2020, to the landlord's agent. This is supported by text messages both from the tenant's previous landlord and the landlord's agent.

While I accept the landlord's subject to this dispute did not receive any prorated rent for August 2020; however, that is an issue that should have been resolved with the previous owner when the contract to purchase was finalized, and the property transferred. The tenant has no control on how their rent is allocated under any sales

agreement and cannot be held responsible if those matters are not addressed between the seller and purchaser.

Based on the above, I find no rent for August 2020, is due by the tenant and the repayment plan is cancelled. As the tenant was successful with their application, I find the tenant is entitled to recover the cost of the filing fee from the landlord. I authorize the tenant a one-time rent reduction in the amount of \$100.00 from a future rent payable to the landlord in full satisfaction of this award.

Conclusion

The tenant's application to cancel the repayment plan is granted. The tenant is authorized a one-time rent reduction from a future rent payable to recover the cost of the filing fee.

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: June 11, 2021

Residential Tenancy Branch