



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant(s) filed under the Residential Tenancy Act (the “Act”), to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”), issued on August 11, 2021.

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. Both parties confirmed under affirmation they were not recording the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to relevant facts and issues in this decision.

Preliminary and Procedural matter

At the outset of the hearing the tenant stated that they vacated the property on September 15, 2021.

Although I no longer need to consider whether the landlord is entitled to an order of possession, pursuant to section 55 of the Act; however, I must consider whether or not there was rent owed based on the dispute Notice, because the landlord is entitled to an order for unpaid rent pursuant to section 55(1.1) of the Act.

Issue to be Decided

Is the landlord entitled to unpaid rent?

Background and Evidence

The tenancy began on November 1, 2020. Rent in the amount of \$2,400.00 was payable on the first of each month. A security deposit of \$1,200.00 was paid by the tenants. The tenancy ended on September 15, 2021.

The tenant testified that rent was paid in full on November 7, 2021 as they sent two etransfers to the landlord. The first etransfer was sent in the morning in the amount of \$1,700.00 and a second etransfer was sent in the amount of \$700.00 that evening. Filed in evidence are copies of the etransfers. Filed in evidence is 22 pages of exported account activity statement. I note the page that is related and relevant to August rent has been fully redacted except to show the date, transaction description and the two entries.

I have copied the relevant section into this decision, which is in reverse chronological order, the most recent transactions is first.

Aug 09, 2021	ADV PARK REV 08/03_V			
Aug 09, 2021	WENDY'S RESTAUR _F			
Aug 09, 2021	SAVE ON FOODS #			
Aug 09, 2021	View more E TRANSFER ***Thk			
Aug 09, 2021	MCDONALD'S #878 _F			
Aug 09, 2021	View more SEND E TFR ***Zr3	700.00		\$1,121.09
Aug 09, 2021	View more SEND E TFR ***FyP	1,700.00		\$1,821.09
Aug 09, 2021	UBER* TRIP _V			

The tenant testified that when they send an etransfer on the weekend it will not show on their account statement until the next business day which was August 9, 2021. The tenant stated that they could not send the rent in one etransfer because they are limited.

I questioned the tenant why they would only redact from August 5, 2021 to August 9th the first page that is relevant to this hearing, and not the other 21 pages. The tenant stated they did not realize they had uploaded 22 pages and only intended to upload the one page from August.

The tenant testified that the bank redacted the account activity statement for privacy reasons.

As August 2021, account activity statement was extremely redacted and is not a normal account statement as it is an exported version that appears to be modified, I asked the tenant specific questions regarding the transactions as I needed to determine the validity of the document.

The tenant testified that the transaction directly below the \$1,700.00, was for a uber trip in the amount of \$75.41 and the balance in the account after the transaction was the amount of \$2,899.09.

The tenant testified that they do not know why the math calculation would be wrong and agreed that after the \$700.00 was taken from their account that the balance would be \$499.09 and not \$1,121.09 as shown in the statement.

The landlord testified that they never received the \$700.00.. The landlord stated that the tenant started to pay rent by etransfer as their rent cheques would be returned for insufficient funds. The landlord stated they would not have issued the Notice if they received the rent. Filed in evidence is a copy of a report from the landlord account showing all etransfers received by the tenant up to August 31, 2021. The \$700.00 payment is not showing. Filed in evidence are returned cheques for insufficient funds.

Analysis

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

In this case, while it appears that the tenant may have sent an etransfer in the amount of \$700.00; however, the etransfer does not show any email address of the recipient. At the very least I would expect to see a report from the bank confirming the email address. Further, I have no way to know if the etransfer was intercepted by a third party, which is probable.

I have reviewed the landlord report which was produced by a bank service representative. It shows all transfer from the tenant from May 1, to August 31, 2021. This report shows the reference number, the tenant's email address, the amount sent, and date sent, and date deposited. This matches the tenant's account activity statement, except for the payment of \$700.00.

While I accept the tenant's account activity statement could show the etransfers being sent on the next business day. However, I find the redacted account activity statement concerning and problematic.

First, I find if the account activity statement was truly redacted for privacy reasons it would be reasonable to remove the recipient's names of funds received and account transfer numbers within the statement. This information is fair more revealing and personal than simply money going in and out of the account; However, only the amounts paid to the recipients and the balance of the account from August 5 to August 9 were removed and the other 21 pages were not redacted. This leads me to believe that this was done on purpose, so I could not calculate the balances.

Second, I find if the balance of the tenant's account was \$2,899.09 before the \$1,700.00 and the \$700.00 was taken from their account, that this would leave the balances showing as follows This is in reverse chronological order the same format as the account activity statement shown above.

			Balance
Aug 09, 2021	Etransfers for rent	\$700.00	\$499.09
Aug 09, 2021	Etransfers for rent	\$1,700.00	\$1,199.09
Aug 09, 2021	Uber trip	\$75.41	\$2,899.09

This does not match the account activity statement as shown on the tenant's evidence above, and leaves a discrepancy of \$378.00, which the tenant acknowledged at the hearing the math is not correct in the account activity statement. I find I can put little weigh, if any, on the account activity statement when the balance does not mathematically add up. In addition, this is not consistent with the other 21 pages which have not been redacted, as I can find not errors in the balances.

Based on the above, I find the tenant has not proven rent was paid. I accept the evidence of the landlord that they did not receive the etransfer of \$700.00, as required by section 26 of the Act. The rent could have intercepted by a third party, or the documents provided could have be altered. I find the landlord is entitled to a monetary order pursuant to section 55(1.1) and section 67 of the Act in the amount of **\$700.00**.

Conclusion

The tenant's application is dismissed. The landlord is granted a monetary order for the unpaid rent, pursuant to section 55(1.1) and 67 of the Act.

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 16, 2021

Residential Tenancy Branch