



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNRL, FFL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution filed under the *Residential Tenancy Act* (the "Act") made on June 15, 2022. The Landlord applied for a monetary order for unpaid rent, and to recover the filing fee paid for the application. The matter was set for a conference call.

Both parties attended the conference call hearing and were affirmed to be truthful in their testimony. Both parties were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent?
- Is the Landlord entitled to the return for their filing fee for this application?

Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The Landlord testified that the tenancy began on May 1, 2021, and that rent in the amount of \$1,350.00 was to be paid by the first day of each month. The parties also

agreed that the Landlord ended this tenancy by issuing a Two-Month Notice for the Landlord's Use of the property and that the Tenants move out in accordance with that Notice on October 31, 2021.

The Landlord testified that the Tenants had not paid all the rent due under this tenancy agreement before they moved out and submitted that the Tenants still owed \$1,350.00 in rent for August 2021. The Landlord submitted four copies of the bank statements for the periods of April 23-May 21, 2021; May 21-June 23, 2021; June 23-July 23, 2021, and August 23-Sept 23, 2021, into documentary evidence.

The Landlord was asked why they had not submitted the bank statement reflecting the rental period of August 2021. The Landlord testified that they thought they had submitted that bank statements.

The Tenants testified that the rent for August 2021 had been paid in full for this tenancy. The Tenants testified that they sent the August 2021 rent payment to the Landlord via e-transfer and that they had the payment investigated by their bank to show that they sent the payment to the Landlord's email address. The Tenants submitted a copy of their August bank statement and the bank investigation report into documentary evidence.

The Landlord confirmed that the email address used by the tenant for the e-transfer was the correct email address for the Landlord.

Analysis

Based on the evidence before me, the testimony, and on a balance of probabilities I find that:

In this case, the Landlord has claimed that the rent for August 2021 remains unpaid for this tenancy; however, the Tenants have submitted that the rent for this period has been paid in full.

In cases where two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making a claim has the burden to provide sufficient evidence over and above their testimony to establish their claim. In this case, I find that the Landlord has the burden of proving that the rent for August 2021 remains outstanding for this tenancy.

I have carefully reviewed the testimony and documentary evidence provided by the Landlord, and I noted that the Landlord provided some bank statements but failed to provide a bank statement for the period between August 23 to September 23, 2021, the period when the claimed August 2021, rent was due to be paid.

I have also reviewed the testimony and documentary evidence provided by the Tenants and noted that the Tenants submitted a bank investigation report that shows a \$1,350.00 payment was made to the Landlord on July 31, 2021.

I accept the documentary evidence submitted by the Tenants, and I find that the rent has been paid in full for the rental period of August 2021 for this tenancy. Therefore, I dismiss the Landlord's claim in its entirety.

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord has not been successful in their application, I find that they are not entitled to the return of the filing fee for these proceedings.

Conclusion

I dismiss the Landlord's claim without leave to reapply.

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: March 1, 2023

Residential Tenancy Branch