



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding CAPREIT LIMITED PARTNERSHIP and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, PSF
OPR-DR, MNR-DR, FFL

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), this hearing dealt with the Tenants' application to cancel a 10-Day Notice for Unpaid Rent (Notice) dated February 2, 2023 served by the Landlord and a request that the Landlord XXXXXX, and the Landlord's cross-application for an order of possession, a monetary order for unpaid rent in the amount of \$8,448.75, and a request for the filing fee.

Issue to be Decided

Did the Tenant pay rent when due?

Background and Evidence

The tenancy commenced on April 1, 2021 for a fixed term of one year, and thereafter continued on a month-to-month basis after the fixed term expired. The Tenant continues to reside in the rental property. The current monthly rent is \$2,288.82 plus \$75 for parking due on the first day of each month. The Tenant paid a security deposit of \$1,127.50 and a pet deposit of \$1,127.50, which the Landlord retains.

The Landlord issued a 10-Day Notice for Unpaid Rent dated February 2, 2023. The Tenant applied in time for dispute resolution to cancel the Notice on the basis that he had paid rent on February 1, 2023. The Tenants' application also requested the Landlord provide a new fob for door access. The Tenants did not appear at the hearing.

The Landlord applied for a monetary damages order for unpaid rent to date as well as an order of possession.

Analysis

Section 46(1) provides that a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

The Notice was dated February 2, 2023 and provided a move-out date of February 15, 2023. The Notice was served by posting to the door and the Tenants received as they applied for dispute resolution. I find that the Notice was proper under the Act and served on the Tenants as required by the Act.

The Tenant's application included a copy of a screenshot from a bank account that indicated a transfer of \$2,370 to the Landlord's business name on February 1, 2023. No other evidence was submitted to establish that the payment was transferred to the Landlord on that date.

The Landlord testified that the payment had not been received. The Landlord submitted a copy of an email exchange between the parties where the Landlord repeatedly requested information regarding the February 1, 2023 transaction so that it could be traced. In the exchange, the Tenant refused to provide this information. The Landlord testified that the screenshot from the Tenant was not evidence of payment because the transaction could have been reversed or the Landlord as payee was a nickname for another entity.

The Landlord provided uncontested testimony that the Tenants had failed to pay rent since that time except for a partial payment in March. The Landlord's rental ledger establishes that the outstanding rent as of May 15, 2023 was \$8,448.75.

Conclusion

The Tenant's application is denied without leave to reapply. The Landlord's application is granted. I find the tenancy is terminated the date of this hearing, May 30, 2023, and that the Landlord is entitled to unpaid rent and parking as set forth below. I find that the Landlord is entitled to be reimbursed its filing fee.

I make a monetary order for the Landlord in the amount of \$6,275.64, calculated as follows:

- \$8,448.75 in unpaid rent;
- less an offset of the security and pet deposits in the amount of \$2,255 plus \$18.11 interest owed on the deposits; and,
- plus the \$100 filing fee.

The Landlord is provided with Orders in the above terms. Should the Tenant fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

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 2, 2023

Residential Tenancy Branch