



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

**Dispute Codes:** CNR, FFT, OPR, MNRL, FFL

### **Introduction**

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) under sections 46 and 55 of the Act
- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice) under sections 46 and 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to recover the filing fee for this application from the landlord under section 72 of the Act
- authorization to recover the filing fee for this application from the tenant under section 72 of the Act

### **Issue(s) to be Decided**

Should the landlord's 10 Day Notice be cancelled? If not, Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order for unpaid rent?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Is the landlord entitled to recover the filing fee for this application from the tenant?

### **Background and Evidence**

Evidence was provided showing that this tenancy began on March 1, 2024, with a monthly rent of \$650.00, due on first day of the month.

Both parties agree the tenant vacated the rental unit on September 30, 2023, as the result of a Two-month Notice to End Tenancy

The landlords affirm that the tenant owes \$9100.00 in unpaid rent from July 2022 to August 2023.

The tenant confirms unpaid rent exists for the period of August 2022 to August 2023.

However, he affirms it is because the landlords refused to accept his e-transfers for rent over 57 times. The tenant provided screenshots of 57 expired e-transfers, each for the full amount of rent, for each month from August 2022 to August 2023. Multiple expired e-transfers were received for all but three of the months in question. All the expired e-transfers indicate Landlord L.C.H. did not deposit the funds and let the e-transfer expire. The tenant affirms he had paid rent before this by e-transfer without any issue.

The landlords provided a copy of a letter dated September 6, 2022, addressed to the tenant, stating that rent payments going forward must be made by bank draft.

Landlord L.C.H. denies ever receiving e-transfers from the tenant during the time period in question. However, the landlords submitted four copies of expired e-transfers as evidence of not receiving rent during the time period in question.

### **Analysis**

The landlords affirm rent is unpaid from July 2022 to August 2023, a total of 14 months. The tenant affirms the last time he paid rent was July 2022, and that there is unpaid rent from August 2022 to August 2023, a total of 13 months.

The landlords denied knowledge of the tenant's e-transfers but then submitted several of them as evidence of unpaid rent. I find the landlords purposely tried to make it as difficult as possible for the tenant to pay rent and they purposely let his e-transfers expire. Therefore, I find it more likely the tenant last paid rent in August 2022, and not July 2022, as the landlords claim.

When two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim.

### **Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession?**

I find that the tenant vacated the rental unit on September 30, 2023. The tenant's application is dismissed because they moved out. The landlord does not need an order of possession because they already have possession.

### **Is the landlord entitled to a Monetary Order for unpaid rent?**

I find that the landlord has established a claim for \$8450.00 in unpaid rent for August 2022 to August 2023. Therefore, I find the landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act.

**Is the tenant entitled to recover the filing fee for this application from the landlord?**

As the tenant was not successful in this application, the tenant's application for authorization to recover the filing fee for this application from the landlord under section 72 of the Act is dismissed, without leave to reapply.

**Is the landlord entitled to recover the filing fee for this application from the tenant?**

I find the landlord's continued refusal to accept payment of rent is what created the unpaid rent that led to their application to recover said unpaid rent. Therefore, the landlord's application for authorization to recover the filing fee for this application from the tenant under section 72 of the Act is dismissed, without leave to reapply.

**Conclusion**

I grant the landlord a Monetary Order in the amount of **\$8450.00** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 55 of the Act	<b>\$8450.00</b>
<b>Total Amount</b>	<b>\$8450.00</b>

The landlord is provided with this Order in the above terms and the tenant(s) must be served with **this Order** as soon as possible. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 02, 2023

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Residential Tenancy Branch