



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding PREFERRED PROPERTY MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Introduction

This hearing dealt with the Tenants' 10 joined Applications for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- order directing the Landlord to comply with the Act, Regulation or tenancy agreement.

Issue to be Decided

- Have the Tenants provided sufficient evidence to support that the Landlord should be ordered to comply with the Act, Regulation or tenancy agreement?

Facts and Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

The agent described the rental building as having 13 units, with 12 of them occupied as of the date of the hearing.

The applications are summarized as follows:

For years, my wife and I have paid our monthly rent by cash. Our Tenancy Agreement has the method of cash payments written into our agreement. The Residential Tenancy Act indicates management cannot change the method of payments if such a change causes hardship on a tenant. Despite being on site for March and April this new management company has issued a notice stating that if tenants wish to pay cash they must bring that method of rental payment to their office which is 36km from Lake Cowichan...72 km return. Cash is still legal tender in Canada. Why should I be penalized with extra cost for travel every



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month simply because I choose to use a legal form of tender that does not suit Preferred Management.

What management wants is for all tenants to sign up for PAD. I absolutely refuse that method. Of course they want that system....it means they don't have to do anything!

Travelling an extra 72 km every month throws my transportation budget right out the window! With the price of fuel on the increase, it is more important that ever to be conservative with driving.

I absolutely object to increasing my costs to make life more convenient for the landlord/manager...

The Act says that management is not supposed to force any payment method that causes hardship upon tenants. I have always paid my rent by cash in this building. My Tenancy Agreement has that payment method written into the agreement. New Management took over this building in March and for that month and April, they were here collecting rents. At first they wanted everyone to agree to pre-authorized debit..I said NO. Then they wanted everyone to pay by cheque...

[reproduced as written]

The advocate was unable to describe a section of the Act, Regulation or tenancy agreement the Landlord was violating in terms of not accepting cash payments for rent other than at the property management office.

The advocate claims that the property management company arranged for someone to accept rent for the months of March and April of 2024, but have since requested that all payments made in cash be brought to the property management company.

Submitted in evidence was one document from the Tenants that was a letter from the new property management company advising all Tenants of the following:

- The owner of the building has hired a new property management company
- The new property management company will be handling all aspects of the tenancy including rent collection, maintenance, leasing, and other details



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- The 3 payment methods available are:
 1. Cheque/Post-dated cheques
 2. PAD - Pre Authorized Debit
 3. Cash or money order (in office only)
- The effective date of the change is May 1, 2024

The advocate describe PAD as foolish and dangerous. When asked to clarify what they meant the advocate cited cyberattacks and information being sold on the dark web related to identity theft. The advocate submitted no documentary evidence in support of this testimony.

The agent was asked how many units of the 12 occupied units use PAD, to which the agent stated 2 of the 12 use PAD. The advocate disagreed and said only 1 uses PAD while the other unit uses post-dated cheques.

The advocate was asked if post-dated cheques could work for the Tenants, to which the advocate stated that cheques cost too much money, with no documentary evidence to support the cost of cheques. While the advocate referred briefly to business cheques, the advocate was advised that the cost of business cheques is not related to this matter as these are residential tenancies. The advocate also said that 2 of the 10 applicants do not have bank accounts and when asked which units they were the advocate stated, "I think" and "I am not sure but" which I find is vague and uncertain testimony, which I afford no weight.

The Landlord stated that there is a security issue attending the rental unit and having an agent have cash from 10 Tenants and that it is up to the Tenants to pay their rent to the Landlord and that Tenants have been provided 3 ways to pay their rent to avoid making a trip to the property management office to pay rent in cash.

No tenancy agreements were submitted for my consideration by the Tenants. I find the Tenants have failed to prove any breach of the Act, Regulation or tenancy agreement. Furthermore, I find that by failing to provide any copies of a tenancy agreement, the Tenants are unable to prove any violation of a term of the tenancy agreement.

In addition, section 26 of the Act says that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, Regulation or



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tenancy agreement. I find it is the responsibility of a Tenant to pay the rent to the Landlord on or before the date that it is due, and that it is not up to the Landlord to go to the Tenant seeking payment of rent.

As the Tenants have the burden of proof, I find the Tenants have failed to meet the burden, which is on the balance of probabilities or more likely than not. Therefore, I **dismiss** all 10 joined Tenant applications in full due to insufficient evidence, without leave to reapply.

The Tenants' may arrange for PAD, mail post-dated cheques to the Landlord or attend in person at the property management office to pay rent in cash on or before the date that it is due.

Conclusion

The application has no merit and is dismissed in its entirety.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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, 2024

Residential Tenancy Branch