



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Introduction

This hearing dealt with an Application for Dispute Resolution by both parties under the *Residential Tenancy Act* (the Act) for:

- Unpaid rent
- Retain security deposit plus interest towards any amount owed
- Filing fee for Landlord (Tenant filing fee was already waived)
- Return of security deposit plus interest

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Both parties confirmed service.

Issues to be Decided

- Does the Tenant owe unpaid rent and if so, in what amount?
- What should happen to the security deposit plus interest under the Act?
- Is the Landlord entitled to their filing fee under the Act?

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.

A copy of the tenancy agreement was submitted in evidence, which began on November 1, 2021. Monthly rent was \$3,114.00 per month by the end of the tenancy and due on the first day of each month.

The Tenants paid a security deposit of \$1,475.00 and a pet damage deposit of \$1,475.00 to the Landlord for a total combined deposits of \$2,950.00 (Combined Deposits).

The parties agreed that the tenancy ended by a settlement agreement where the Tenant would not pay November 2024 rent in exchange for vacating the rental unit due to late notice served by Tenants on November 4, 2024. The Tenants vacated the rental unit on November 30, 2024.

The parties stated that rent for October 2024 \$3,114.00 was sent via e-transfer from the Tenant but that the e-transfer expired as the Landlord had just given birth and was not able to deposit the e-transfer on October 31, 2024. The Tenant stated that they attempted to send the e-transfer again on October 31, 2024, but that the Tenant's bank cancelled it on November 13, 2024.

Two documents submitted in evidence and both dated November 13, 2024, at 12:30 PM (Interac Email) supports that both the Tenant and the Landlord were sent an email from Interac stating that the two payments for \$3,000.00 and \$228.00 were "cancelled." The parties explained that the daily maximum for an Interac payment was \$3,000.00.

The Tenant claims their bank cancelled the payment and not the Tenant and that the Tenant's bank has not returned the \$3,228.00 amount to the Tenant once the payment was cancelled. The Tenant confirmed during the hearing they did not submit any documents from their bank in support of their testimony or version of events. The Landlord is seeking unpaid rent of \$3,114.00 for October 2024. The Tenant stated that if they pay it again, they will be out double the rent for October 2024. The Landlord indicated that the issue is between the Tenant and their bank and is not the fault of the Landlord.

Firstly, I find the Tenant's version of events does not have the ring of truth to it as I find that at the very least, if their bank did not return their funds, which I do not accept, they would pursue that in writing through emails to their bank and submit those records in support, which the Tenant did not do. Secondly, I find that it is more likely than not that the Tenant cancelled the e-transfer as the two documents submitted indicates to both parties that it was "cancelled" and did not indicate that the bank cancelled the payment. Accordingly, I find that based on the totality of the evidence before me, that the Tenant cancelled the e-transfer and owes rent for October 2024 of \$3,114.00.

In addition, I find that any issues between the Tenant and their bank are not the fault of the Landlord and is an issue between the Tenant and their bank to rectify. Therefore, I find the Tenant breached section 26 of the Act by cancelling the October 2024 rent payment.

Given the above, I find the Landlord has established a total monetary claim of **\$3,114.00** owed for October 2024 rent, which I grant under section 67 of the Act.

As the Landlord's claim had merit, I grant the Landlord the **\$100.00** filing fee under section 72 of the Act. This increases the monetary claim to **\$3,214.00**, which I grant.

I will now address the Tenants' claim for the return of the \$2,950.00 Combined Deposits, which the Landlord continues to hold. Firstly, interest was discussed at the hearing, however, when the Tenant is not successful with their claim, the interest stops at the time the tenancy ends, as otherwise I find the Landlord is prejudiced as the Tenant has one year to provide their written forwarding address. As a result, I find the interest on \$2,950.00 is \$131.94 for a total of **\$3,081.94** Combined Deposits including interest.

While the Tenant filled out an RTB Form-47 dated January 8, 2025, I find the Tenant failed to fill out their written forwarding address on that document. The Tenant indicated that they did not feel comfortable provided their written forwarding address to the Landlord. The parties did agree that the Tenant eventually sent an email with their written forwarding address on January 27, 2025. The Landlord filed their application claiming towards the Combined Deposits on February 3, 2025, which I find is within the 15-day timeline provided for the Landlord under section 38(1) of the Act.

Given the above, from the \$3,124.00 Landlord's claim, I offset the Tenants' Combined Deposits including interest of \$3,081.94, which I find results in the Tenants owing the Landlords **\$132.06**. I grant the Landlords a monetary order for that amount under section 67 of the Act.

Conclusion

The Tenants were provided a fee waiver, so no filing fee was paid.

After offsetting the Landlords' claim from the Tenants' claim, I find the Tenants owe the Landlords \$132.06. The Landlords are granted a monetary order in that amount under section 67 of the Act.

The Landlords are provided with this Order in the above terms and the Tenants must be served with this Order before it is enforced. Should the Tenants fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00.

I authorize the Landlord to serve the Tenants via email at their email addresses listed on the cover page of this decision under section 62(3) of the Act.

The decision will be emailed to both parties.

The Monetary Order will be emailed to the Landlords only for service on the Tenants, as required.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: April 7, 2025

Residential Tenancy Branch