

## **DECISION**

Dispute Codes      CNR, MNDC, O

### Introduction

This hearing dealt with the Tenants' Application for Dispute Resolution, seeking to cancel a 10 day Notice to End Tenancy for unpaid rent, and for monetary compensation for alleged harassment and abuse from the Landlord.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Issues(s) to be Decided

Is the 10 day Notice to End Tenancy for unpaid rent valid, or, should it be cancelled?

Have the Tenants been harassed or abused by the Landlord or the Agents for the Landlord?

### Background and Evidence

The Landlord issued the Tenants a 10 day Notice to End Tenancy for unpaid rent on August 10, 2009. The Notice was posted to the rental unit door and therefore, the Act deems the Notice was served three days later, providing an effective end date of August 23, 2009.

The Landlord's Agents explained that the Notice was issued because the Tenants failed to pay the rent due for May of 2009. The Agents explained that the Tenants have a history of paying the rent late, although the Tenants usually catch up when they are in arrears. The Landlord applies payments received from the Tenants towards outstanding amounts owed first, then the current month of rent.

The Tenants claim they had paid the May rent with a postal money order in the amount of \$450.00, paid to another agent of the Landlord. They claim they are not in arrears with the rent payments.

The Tenants further allege that the Landlord's Agents have been harassing and abusing the Tenants. When questioned on this portion of the claim, the Tenants allege that the harassment and abuse is continued requests and Notices to pay the outstanding rent.

### Analysis

Based on the evidence, testimony and on a balance of probabilities, I find as follows:

Repeated requests to pay rent are insufficient grounds to allege harassment and abuse, therefore, I dismiss this portion of the Tenants' Application.

After going through a review of the Landlord's ledger and the Tenants' evidence of payments, I find that the May 2009 rent was not paid. The Tenants are in arrears for one month of rent.

There is a history of late payments of rent and payments made in different forms, such as postal money orders and bank drafts. This may have led to some confusion on behalf of the Tenants. Nevertheless, I do find they are in arrears for one month of rent.

Therefore, I find that the 10 day Notice to End Tenancy was validly issued, and I must dismiss the Tenants' entire Application.

Following my dismissal of the Tenants' Application, an Agent for the Landlord orally requested an order of possession, effective two days after service. Pursuant to section 55 of the Act, I find that I must grant that request. I have issued the Landlord an order of possession. The Landlord will have to make its own Application for Dispute Resolution for monetary amounts.

### Conclusion

The Tenants are in arrears for one month of rent. The Notice to End Tenancy is valid and should not be cancelled. The Landlord was granted an order of possession following dismissal of the Tenants' Application.

The Tenants' claim for harassment and abuse is dismissed, as there is insufficient evidence to support this claim.

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: September 28, 2009.

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Dispute Resolution Officer