

## **DECISION**

Dispute Codes      OPR, MNR, MT, CNR, RP, & LRE

### Introduction

This hearing dealt with cross applications by the parties. The landlord filed an application seeking an Order of Possession and a monetary claim related to the tenants' failure to pay rent. The tenants' filed an application seeking additional time to dispute the 10 day Notice to End Tenancy Due to Unpaid Rent. In addition the tenants are seeking Orders that the landlord make repairs to the rental unit, the landlords comply with the *Act*, and to set conditions on or suspend the landlord's right to access the rental unit.

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

Are there exceptional or special circumstances on which to grant the tenants additional time to dispute the 10 day Notice to End Tenancy Due to Unpaid Rent?

Have the tenants breached the tenancy agreement or *Act* entitling the landlord to an Order of Possession and monetary relief?

### Background and Evidence

This tenancy began on July 15, 2010 for the monthly rent of \$1,600.00 and a security deposit of \$800.00 paid on July 3, 2010.

On August 18, 2010 the tenants were served with a 10 day Notice to End Tenancy Due to Unpaid Rent in person for failing to pay the rent owed of \$1,600.00 on August 16, 2010. The notice states that the tenants must vacate the rental unit unless the tenants' pays the outstanding rent owed or has filed an application for Dispute Resolution to dispute the notice within five days of receiving the notice.

The tenants acknowledged receiving the notice to end tenancy; however, stated that they did not dispute it in time because they believed that the rent was paid to the landlord. The tenants stated that they did not realize their cheque had bounced and subsequently attempted to pay the rent directly into the landlord's account. The tenants stated that the account number provided by the landlord was not correct. According to the tenants oral testimony they attempted to pay the rent on August 10 and August 24, 2010.

The landlord requested an Order of Possession and a monetary claim due to the tenants' failure to pay rent. The landlord stated that the tenants currently owed rent for both August 2010 and September 2010 for the total sum of \$3,200.00.

### Analysis

I grant the landlord's application. I find that the tenants have not provided compelling or exceptional reasons to grant their request to provide additional time to dispute the 10 day Notice to End Tenancy Due to Unpaid Rent. On this basis I grant the landlord's application for an Order of Possession and a monetary claim due to unpaid rent.

As the landlord's application is successful I Order that the tenants reimburse the landlord the \$50.00 filing fee paid for the application for Dispute Resolution. I find that the landlord has established a total monetary claim for the sum of \$3,250.00 comprised of two month's rent plus recovery of the \$50.00 filling fee.

I dismiss the tenants' application without leave to re-apply. I have determined that the tenants breached the tenancy agreement by failing to pay the rent and ended the tenancy. As the tenancy has ended there is no basis to consider the remainder of the tenants' application for Dispute Resolution.

### Conclusion

I find that the landlord is entitled to an Order of Possession of the rental unit effective **two (2) days** after it has been served upon the. This Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim due to breach of the tenancy agreement by the tenants for the sum of **\$3,250.00**. This Order may be served on the tenants. This Order may be filed with the Province of British Columbia Small Claims 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: October 12, 2010.

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Dispute Resolution Officer