



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR MNR MNDC FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenants to cancel a notice to end tenancy for unpaid rent and to obtain a Monetary Order for cost of emergency repairs, money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee from the Landlord for this application.

The parties appeared at the teleconference hearing, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

### Issue(s) to be Decided

1. Have the Tenants paid their rent in accordance with the, *Residential Tenancy Act*, regulation, tenancy agreement, and the 10 Day Notice to End Tenancy for unpaid rent?
2. Has the Landlord requested an Order of Possession?

### Background and Evidence

In the course of this proceeding and upon review of the Tenants' application, I have determined that I will not deal with all the dispute issues the Tenants have placed on their application. For disputes to be combined on an application they must be related. Not all the claims on this application are sufficiently related to the main issue to be dealt with together. Therefore, I will deal with the Tenants' request to cancel the Landlord's Notice to End Tenancy for unpaid rent, and I dismiss the balance of the Tenants' claim with leave to re-apply.

The parties agreed that they entered into a month to month tenancy agreement that began on July 1, 2007, and the Tenants were allowed to move into the rental unit near the end of June 2007. Rent is payable on the first of each month in the amount of

\$1,400.00 and at the end of June 2007 the Tenants paid \$700.00 as the security deposit.

The Landlord affirmed that when the Tenants failed to pay their November rent in full she served them with a 10 Day Notice to End Tenancy via registered mail on November 23, 2011. The Tenants paid \$700.00 on October 30, 2011, \$200.00 on November 21, 2011, and nothing for December 2011 leaving an accumulated balance due of \$1,900.00 in unpaid rent.

The Tenant affirmed that he did not submit evidence in support of his application and that they received the 10 Day Notice to End Tenancy on November 24, 2011 and filed for their application for dispute resolution the next day. The Tenant confirmed that only \$900.00 has been paid towards the November 2011 rent and nothing has been paid towards December 2011 rent because he has had to use all of his money to pay for medication for his wife. He stated that he is seeking forgiveness because his wife is ill.

The Landlord stated that she is “verbally asking for an Order of Possession for December 15, 2011” because this is the date the female Tenant told her they would be out. She advised that the female Tenant called her on November 24, 2011 to advise they would be out of the rental unit on December 15, 2011 so that is the date she wants possession of the unit.

### Analysis

Section 26 of the Act provides that a tenant must pay rent when it is due in accordance with the tenancy agreement. In this case rent is payable on the first of each month in the amount of \$1,400.00.

Upon consideration of all the evidence presented to me, I find the Landlord had valid reasons for issuing the 10 Day Notice and rent remains unpaid. Accordingly I dismiss the Tenant’s application.

Section 55 of the Act provides that an Order of Possession must be provided to a Landlord if a tenant’s request to dispute a Notice to End Tenancy is dismissed and the Landlord makes an oral request for an Order of Possession during the scheduled hearing.

The Tenants have not been successful with their application; therefore they must bear the burden of the cost of their application.

Conclusion

The Landlord's decision will be accompanied by an Order of Possession effective **December 15, 2011 at 1:00 p.m.** This Order is legally binding and must be served upon the Tenants.

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 12, 2011.

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Residential Tenancy Branch