



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MT, CNR, MNDC, OLC, LRE, RR, FF

### Introduction

This hearing was convened in response to joint applications filed by the tenants and the landlords.

The tenants seek:

More time to make this application;  
An Order cancelling the Notice to End Tenancy given for unpaid rent;  
A monetary Order for compensation for damage or loss;  
An Order that the landlord comply with the Act;  
An Order restricting the landlords' right of entry;  
An Order allowing the tenants to reduce rent for repairs, services or facilities agreed upon but not provided; and  
Recovery the filing fee paid for this application

The landlords seek:

1. An Order of Possession;
2. A monetary Order for unpaid rent; and
3. Recovery of the filing fee paid for this application.

Both parties appeared at the hearing of this matter and gave evidence under oath.

### Issue(s) to be Decided

Is either party entitled to the Orders sought?

### Background and Evidence

This tenancy began on March 23, 2012. Rent was fixed at \$1,800.00 per month due on the 31<sup>st</sup> day of each month (or the 30<sup>th</sup>). The tenants paid a \$900.00 security deposit on March 23, 2012 and while the tenancy agreement indicates that a \$500.00 pet deposit was paid as well both parties agree that in fact this deposit was not paid. The tenants submit that they did supply a cheque to the landlord for this sum but the landlord lost the cheque. The landlord says no such cheque was ever given.

Initially the landlord issued a Notice to End Tenancy for Cause (pet deposit not paid within 30 days et al) and a hearing was held on June 19, 2012. The matter was dismissed with leave to reapply because the landlord failed to submit a copy of the Notice to End Tenancy into evidence. In the meantime the tenants failed to pay June's rent and the landlord issued a 10 day Notice to End Tenancy for June's rent and served this Notice on June 5, 2012. The landlord submits that her husband and her friend went to the rental unit to collect rent due for June but the tenants did not answer the door. The landlord says it was apparent that the tenants were at home because their car and truck were parked in the carport and because in one instance they were seen looking out the windows. The landlord submits that on June 7, 2012 she was in her front yard when she saw the female tenant driving by. She expected that the female tenant was coming to pay the rent but she simply drove by.

The landlord says that if the tenants genuinely wished to pay the rent they could have put a cheque in the mail like all her other tenants do but these tenants refused.

The tenants agree that on June 5, 2012 they were served with a 10 day Notice to End Tenancy for unpaid rent. On that Notice it states that rent of \$1,800.00 due June 1, 2012 had not been paid and the tenants agree that this rent had not been paid. Even though it had not been paid the tenants filed their application seeking to dispute the 10 day Notice to End Tenancy on June 12, 2012. The tenants stated that they did not file their application within the required 5 days because they were attempting to pay their rent. The tenants submit that the landlord was avoiding them and this is why the rent for June was not paid. The tenants submitted their phone records and submit that they have recorded phone calls made to the landlord regarding the rental payment.

The tenant says they did not wish to mail a cheque because of all of the issues they have had with the landlord in the past. The tenants say they have been interrupted with unannounced visits to the rental property, telephone calls from real estate agents and the landlord enters their home unannounced and uninvited.

The tenants say that as a result of a mutual agreement to end this tenancy they moved out of the rental unit on June 30, 2012. They agree they have not paid June's rent.

Analysis

TEXT

Conclusion

TEXT

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: July 03, 2012.

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Residential Tenancy Branch