



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPC, MNR, MNDS, FF, CNC, LAT, FF, MNDC

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The landlord's application is a request for an Order of Possession based on the Notice to End Tenancy for nonpayment rent, a request for a monetary order for outstanding rent, and a request for recovery of the filing fee.

The tenant's application is a request to cancel a Notice to End Tenancy for nonpayment of rent, a request to cancel a Notice to End Tenancy cause, a request for a monetary order, a request for an order to allow access to the unit for the tenant, and a request for recovery of the filing fee.

### Background and Evidence

The landlords testified that:

- Rent has not been paid for the month of September 2012 in the amount of \$2000.00.
- A Notice to End Tenancy was served on the tenants on September 2, 2012 however the tenants have not complied without notice, and the September 2012 rent is still outstanding.
- The tenant offered to pay \$800.00 of the rent, however rent is \$2000.00 per month and they were not willing to accept the lower amount.

They are therefore requesting an Order of Possession for as soon as possible and are requesting a monetary order for the outstanding rent plus there filing fee.

The tenant testified that:

- No rent has been paid because the landlord refused to accept the rent when he offered it. He had a blank cheque and was willing to pay \$925.00 to the landlord; however the landlord refused to accept it.
- Has half of the rent is \$1000.00 and he was deducting off \$75.00 for utilities.
- He was unaware that his ex-roommate had not paid her \$1000.00 half of the rent.
- He is still willing to pay his half of the rent and therefore thinks that this tenancy should continue.
- The female tenant stated that she is unwilling to pay any further rent as she has moved out of the rental unit.

### Analysis

The respondents in this case are co-tenants in this tenancy and can both be held liable for the outstanding rent.

Rent for this rental unit is \$2000.00 a month and if the tenants offered to pay less than that, the landlord is not obligated to accept it.

Therefore since the tenants at no time offered to pay the full \$2000.00 rent for the month of September, 2012 and since the landlord has served a valid 10 day Notice to End Tenancy, it is my finding that the landlord does have the right to an Order of Possession.

Further since the rent has not been paid I also allow the landlords claim for that outstanding rent.

I also order recovery of the landlords filing fee.

I will not be setting aside a 10 day Notice to End Tenancy and this tenancy will be ending pursuant to that notice and therefore there is no need for me to deal with the one month Notice to End Tenancy.

### Conclusion

#### Tenant's application

The tenant's application to cancel the notices to end tenancy is dismissed without leave to reapply.

The tenant's application for compensation in the amount of \$75.00 is dismissed with leave to reapply.

The tenant's application for recovery of the filing fee is dismissed without leave to reapply.

Landlords application

I have allowed a request for an Order of Possession and have issued an Order of Possession that is enforceable two days after service on the tenants.

I have allowed the landlords claim for outstanding rent totaling \$2000.00, and for the filing fee of \$50.00 for a total of \$2050.00. I therefore order that the landlords may retain the full security deposit of \$1000.00 and have issued a monetary order in the amount of \$1050.00.

The claim for lost rental revenue for October 2012 is premature and therefore I dismissed that portion of the claim with leave to reapply.

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 18, 2012.

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Residential Tenancy Branch