



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, ERP, RP, OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the tenants for an order setting aside a notice to end this tenancy and a cross-application by the landlord for an order of possession, a monetary order and an order to retain the security deposit. Both parties were represented at the conference call hearing.

Issues to be Decided

Is the landlord entitled to the orders sought?
Are the tenants entitled to the orders sought?

Background and Evidence

Most of the issues were not in dispute. The parties agreed that the tenancy began on April 1, 2012 at which time the tenants paid a \$390.00 security deposit. Monthly rent was set at \$780.00 per month.

The parties agreed that as of the date of the hearing, the tenants were \$2,510.00 in arrears in rent, representing \$740.00 owing for September 2012, \$210.00 owing for October 2012 and \$780.00 for each of the months of December 2012 and January 2013. The parties agreed that a valid notice to end tenancy for unpaid rent had been served on the tenants on December 2 and they agreed that the landlord was entitled to a monetary order for the rental arrears and an order of possession.

The tenants seek an order that the landlord perform repairs. The landlord argued that repairs were not necessary.

Analysis

As the parties agreed that the landlord is entitled to an order of possession and a monetary order for the rental arrears, I grant the landlord an order of possession which must be served on the tenants. If the tenants fail to comply with the order, it may be

filed in the Supreme Court and enforced as an order of that Court. I note that the landlord agreed not to enforce the order if the tenants paid the rental arrears within a reasonable time. The tenants' claim for an order setting aside the notice to end tenancy is dismissed.

I find that the landlord is entitled to recover the \$2,510.00 in rental arrears and I further find that the landlord is entitled to recover the \$50.00 filing fee paid to bring this application, for a total award of \$2,560.00. I order the landlord to retain the \$390.00 security deposit in partial satisfaction and I grant him a monetary order under section 67 for the balance of \$2,170.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The tenants bear the burden of proving on the balance of probabilities that the rental unit requires repairs. I find that the tenants have failed to meet that burden as they provided no evidence to corroborate their testimony. As the tenancy may be ending if the tenants fail to pay the rental arrears and as the tenants have failed to prove that repairs are required, I dismiss the tenants' claim in its entirety.

Conclusion

The tenants' claim is dismissed. The landlord is granted an order of possession and a monetary order for \$2,170.00.

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: January 10, 2013

Residential Tenancy Branch

