



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlords: OPC, OPB, MNDC, FF
Tenants: CNC, CNR, MNDC, RR, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord sought an order of possession and a monetary order. The tenants sought to cancel two notices to end tenancy; a monetary order; and a rent reduction.

The hearing was conducted via teleconference and was attended by both landlords and both tenants.

At the outset of the hearing I confirmed with the parties that the tenants were only issued a 1 Month Notice to End Tenancy for Cause and not issued a 10 Day Notice to End Tenancy for Unpaid Rent. As such, there is no need for the tenants to seek to cancel a 10 Day Notice and I amend their Application for Dispute Resolution to exclude this matter.

Residential Tenancy Branch Rule of Procedure 2.3 states that an Arbitrator may dismiss unrelated disputes that are contained in a single application. As the tenants have applied to cancel a notice to end tenancy and a monetary order and a rent reduction, I find that the additional orders sought by the tenants are unrelated to the issue of the notice to end tenancy.

As such, I dismiss the portion of the tenants' Application seeking a monetary order and for a rent reduction, with leave to reapply at a future date.

In addition the landlords have applied for an order of possession and a monetary order related to the condition of the rental unit, I find that the additional orders sought by the landlords are unrelated to the issue of the notice to end tenancy.

As such, I dismiss the portion of the landlords' Application seeking a monetary order, with leave to reapply at a future date.

Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to an order of possession for cause or for breach of an agreement and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 47, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

It must also be decided if the tenants are entitled to cancel a notice to end tenancy and to recover the filing fee from the landlords for the cost of the Application for Dispute Resolution, pursuant to Sections 47, 67, and 72 of the *Act*.

Background and Evidence

The landlords submitted into evidence the following documents:

- A copy of a tenancy agreement beginning on April 1, 2014 for a 6 month fixed term tenancy for the monthly rent of \$1,600.00 due on the 1st of each month. The tenancy agreement requires a security deposit of \$800.00 was required by May 31, 2014, however the parties agree none was paid; and
- A copy of a 1 Month Notice to End Tenancy for Cause issued by the landlord on July 2, 2014 with an effective vacancy date of August 1, 2014 citing the tenant is repeatedly late paying rent and a security or pet damage deposit was not paid within 30 days as required by the tenancy agreement.

The landlords submit the tenants have been late paying rent for every month since the start of the tenancy except for the month of April 2014. The landlords have provided no confirming evidence, such as a tenant ledger or copies of receipts, in support of this claim.

The tenant submits that they have only been late paying rent on 2 occasions.

The landlords also submit that to the date of the hearing the tenants had failed to pay the security deposit requested. The tenant testified that they had not paid a security deposit and she has no intention of doing so because the landlord failed to complete a move in condition inspection.

Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- a) The tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement; or

b) The tenant is repeatedly late paying rent.

There is no requirement under the *Act* for the landlord to complete a move in condition inspection prior to a tenant paying a security deposit. However the *Act* does allow the landlord to end a tenancy if the tenant has not paid one required in accordance with the tenancy agreement.

As the tenancy agreement submitted into evidence required that a security deposit of \$800.00 be paid no later than May 31, 2014 I find that the landlord had cause to end the tenancy 30 days after that date or June 30, 2014 when the tenants did not pay the deposit. I accept the tenant's testimony that she did not pay a security deposit.

Therefore I find the landlord's 1 Month Notice to End Tenancy for Cause to be effective.

Conclusion

Based on the above, I dismiss the tenant's Application for Dispute Resolution seeking to cancel the 1 Month Notice to End Tenancy for Cause, in its entirety.

I find the landlord is entitled to an order of possession effective **two days after service on the tenants**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$50.00** comprised of the fee paid by the landlord for this application.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: September 24, 2014

Residential Tenancy Branch

