



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Bowser Bill's RV Park  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

Landlords' application: OPR; MNR; MNDC; FF

Tenants' application: MT; CNR

### **Introduction**

This Hearing was convened to consider cross applications. The Landlords seek an Order of Possession; a Monetary Order for unpaid rent and loss of revenue; and to recover the cost of the filing fee from the Tenants.

The Tenants seek more time to file an application to cancel a Notice to End Tenancy for Unpaid Rent; and to cancel the Notice.

The Landlord DS and the Tenant JP gave affirmed testimony at the Hearing.

The parties agreed that they exchanged their Notice of Hearing packages and copies of their documentary evidence on October 15, 2014.

### **Issues to be Decided**

- Should the Notice to End Tenancy for Unpaid Rent issued October 4, 2014, (the "Notice") be canceled or upheld?
- Are the Landlords entitled to a monetary award?

### **Background and Evidence**

On August 30, 2014, the parties signed a 6 month lease, a copy of which was provided in evidence. The term of the lease is July 1, 2014 to February 28, 2015. Monthly rent is \$875.00, due the first day of each month. A pet damage deposit in the amount of \$437.50 and a security deposit in the amount of \$437.50 was required, but not paid, at the beginning of the tenancy.

DS testified that the Tenants did not pay rent when it was due on October 1, 2014. She stated that she served the Tenants with the Notice, by leaving a copy of the Notice with JP's father, an

adult who apparently lives with the Tenant, on October 4, 2014. JP acknowledged receiving the Notice on October 4, 2014.

DS stated that the Tenants did not pay the pet damage deposit or the security deposit in the total amount of \$875.00 at the beginning of the tenancy and that they did not pay rent for the month of August when it was due. The parties had an agreement that the Landlord would accept rent for August and September in two installments on September 5, and 19, 2014, which were the male Tenant's pay days. They also agreed that October rent would be paid on October 3, 2014, and the pet damage deposit and the security deposit would be paid on October 17, 2014. A copy of the written agreement dated August 28, 2014, was provided in evidence.

DS testified that the Tenants owe the Landlords the following amount:

Towards rent for September, 2014 (bounced cheque)	\$200.00
Less cash payment	-\$125.00
Loss of revenue for November, 2014	\$875.00
Less amount paid on November 24, 2014	<u>-\$880.00</u>
TOTAL	\$70.00

DS testified that the Tenants paid \$880.00 cash on November 24, 2014, towards November rent and arrears. She testified that the male Tenant just dropped off the money and left immediately without talking to the Landlord.

JP acknowledged that the Tenants were late paying rent, but stated that the Tenants were trying really hard to catch up on the outstanding rent and that all of her most recent pay cheque had been given to the Landlords. JP stated that she was unaware that a cheque had bounced in September, in the amount of \$200.00. DS reminded JP that the Tenants paid \$125.00, but still owed \$75.00 for the bounced cheque. JP asked for more time to find a new place to live.

DS requested an Order of Possession effective December 31, 2014, in order for the Tenants to have more time to find alternate accommodation.

### **Analysis**

The Tenants filed their Application for Dispute Resolution on October 8, 2014, which is within the 5 day time limit allowed by Section 46 of the Act. Therefore, their application to be allowed more time is not required and is dismissed.

I accept the Landlords' evidence that the Tenants' cheque dated September 12, 2014, in the amount of \$200.00 was returned to the Landlords "NSF". A copy of the cheque was provided in the Landlords' evidence.

I find that the Tenants did not pay all of the outstanding rent arrears within 5 days of receipt of the Notice, that the Tenants still owe an outstanding balance of \$70.00. I also accept DS's

undisputed testimony that she did not have an opportunity to speak to the male Tenant when he gave her \$880.00 towards arrears because he left right away. I do not find that the Landlords reinstated the tenancy on November 24, 2014.

I find that the Notice is a valid notice to end the tenancy. I accept that the Notice was served on October 4, 2014. Therefore, I find that the tenancy ended 10 days afterwards, on October 14, 2014. I find that the Tenants are overholding and that the Landlords are entitled to an Order of Possession effective 2 days after service of the Order upon the Tenants. However, DS asked that the Order be effective on December 31, 2014. Therefore, **I hereby provide the Landlords with an Order of Possession effective 1:00 p.m., December 31, 2014.** The Tenants are required to pay rent for the month of December, 2014, for use and occupancy only.

I find that the Landlords are also entitled to a monetary award against the Tenants for unpaid rent in the amount of **\$70.00**.

The Landlords have been successful in their application and I find that they are entitled to recover the cost of the **\$50.00** filing fee from the Tenants.

### **Conclusion**

The Tenants' application is **dismissed**.

I hereby provide the Landlords with an Order of Possession **effective 1:00 p.m., December 31, 2014**, for service upon the Tenants. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I hereby provide the Landlords with a Monetary Order in the amount of **\$120.00** for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and 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: November 26, 2014

---

Residential Tenancy Branch

