



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, RR, OPC, FF

Introduction

This hearing dealt with an application by the tenants for an order setting aside a notice to end this tenancy and an order authorizing them to reduce their rent and a cross-application by the landlords for an order of possession. Both parties participated in the conference call hearing.

Issues to be Decided

Should the notice to end tenancy be set aside?

Should the tenants be permitted to continue to reduce their rent?

Background and Evidence

This tenancy began approximately 10 years ago. Rent has remained at \$1,500.00 per month throughout the tenancy. From January 2013 through to the spring of 2014, the tenants believed that they should have paid the landlord just \$1,000.00 per month and remained in a position of arrears until the end of July 2014. The parties were engaged in a dispute resolution proceeding which was initially held on May 26, 2014 and adjourned to August 14, 2014. In the decisions resulting from that hearing, the arbitrator made a finding of fact that rent was \$1,500.00 per month and the tenants were ordered to satisfy the arrears resulting from them having withheld \$500.00 per month. The tenants satisfied those arrears in July 2014 and the parties agreed that after July, they paid their rent on time and in full.

On September 25, 2014, the landlord served on the tenants a one month notice to end tenancy for cause (the "Notice"), alleging that the tenants had repeatedly paid rent late and had significantly interfered with or unreasonably disturbed another occupant or the landlord.

The landlord's agent testified that the rental unit is listed for sale and the tenants told prospective purchasers that they had a dispute with the landlord. This appears to have

been a one time occurrence which took place late in the summer. The agent further testified that the tenants arranged with a friend to make an appointment with the landlord to show her the property. The agent took the time to show her the unit only to discover that she was not really interested in viewing the property but was there on the behest of the tenants. He objected to his time having been wasted. The agent also took issue with the tenants complaining when prospective purchasers drove into the driveway to view the unit and the barn from the exterior.

The tenants acknowledged that they had told a prospective purchaser that they were in a dispute with the landlord but noted that the issue had been addressed in the previous hearing and had not been repeated. The tenants denied having arranged for their friend to view the property and testified that she was interested in the property because she boards her horses there. The tenants insisted that the landlord should provide written notice every time someone drives onto the property.

Analysis

The parties agreed that the tenants were in arrears from January 2013 until July 2014. Although the tenants believed their rent should have been \$1,000.00 per month rather than \$1,500.00 per month, I find they had no reasonable cause to hold this belief as the rent had remained the same throughout their tenancy. The tenants argued that this issue was addressed at the previous hearing, suggesting that it could not be raised by the landlord as a reason to end the tenancy. While the issue of the amount of rent was determined at the previous hearing, there is nothing in that decision barring the landlord from using the tenants' 17 months of late payments against them. I find that the landlord has proven that the tenants repeatedly paid their rent late and for that reason, I decline to set aside the Notice. I grant the landlords an order of possession which will be effective December 31, 2014. This order must be served on the tenants and may be filed in the Supreme Court should the tenants fail to comply with the order.

As the landlord has been successful on the ground of late payment of rent, it is unnecessary to address the second ground for ending the tenancy.

As the tenancy will be ending, it is unnecessary to address the tenant's claim for authorization to reduce their rent.

The tenants' claim is dismissed in its entirety. The landlord did not need to file a claim for an order of possession as he could have verbally requested an order at the hearing. For that reason, I find that the landlord should bear the cost of his filing fee.

Conclusion

The tenants' claim is dismissed. The landlord is granted an order of possession effective December 31, 2014.

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 18, 2014

Residential Tenancy Branch

