



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlords: OPR, MNR, MNDC, MNSD, O, FF
Tenant: CNR, RR

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlords sought an order of possession and a monetary order. The tenant sought to cancel a notice to end tenancy and an order to reduce rent.

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

The landlords confirmed the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally in accordance with Section 89.

In addition, the hearing was original scheduled as a result of the tenant's Application for Dispute Resolution seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent. As such, I am satisfied the tenant was aware of the date and time of this hearing; the call in procedures; and the issues to be adjudicated.

Based on the above, I find that the tenant has been sufficiently served with the documents pursuant to the *Act* and she was sufficiently aware of the matters before me.

Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent and utilities; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Act*.

It must also be decided if the tenant is entitled to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and to an order to reduce the rent, pursuant to Sections 46 and 65 of the *Act*.

Background and Evidence

The landlords submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on September 1, 2013 for a 1 year and 1 day fixed term tenancy beginning on September 1, 2013 that converted to a month to month tenancy on September 2, 2014 for the monthly rent of \$1,325.00 due on the 1st of each month and a security deposit of \$662.50 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on March 4, 2015 with an effective vacancy date of March 14, 2015 due to \$1,325.00 in unpaid rent.

Documentary evidence filed by the landlords indicates the tenant failed to pay the full rent owed for the month of March 2015 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent personally on March 4, 2015.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days. The landlords submit the tenant also owes \$820.14 in unpaid gas utilities for the months of September and December 2014 and January to April 2015. The landlords also submit the tenant has not paid any rent for the month of April 2015.

Analysis

As the tenant failed to attend this hearing I dismiss her Application for Dispute Resolution in its entirety without leave to reapply.

I have reviewed all evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlords. The notice was received by the tenant on March 14, 2015 and the effective date was March 14, 2015. I accept the evidence before me that the tenant failed to pay the rent owed in full within the 5 days granted under Section 46(4) of the *Act*.

Based on the foregoing, I find the tenant is conclusively presumed under Section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice.

Conclusion

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

I find the landlords are entitled to monetary compensation pursuant to Section 67 in the amount of **\$3,520.14** comprised of \$2,650.00 rent owed; \$820.14 gas utilities owed and the \$50.00 fee paid by the landlord for this application.

I order the landlords may deduct the security deposit and interest held in the amount of \$662.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,857.64**. This order must be served on the tenant. If the tenant fails 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: April 14, 2015

Residential Tenancy Branch

