



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: OPR, OPC, MND, MNR, FF
 Tenants: CNC, CNR

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 a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the landlord.

The landlord testified each 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)* by registered mail on June 25, 2015 in accordance with Section 89. The landlord testified that she had confirmed from the Canada Post website that the female tenant received the registered mail on June 30, 2015 and the male tenant received the registered mail on July 7, 2015.

Based on the testimony of the landlord, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*. I further note that this hearing was originally scheduled as a result of the tenants' Application for Dispute Resolution seeking to cancel one of the notices to end tenancy issued by the landlord. As such, I am satisfied the tenants were aware of this hearing and the matters to be resolved at it.

The landlord's Application included a request for compensation for the repair of a door in the rental unit. I note however, that the tenants have until the end of the tenancy to make any repairs required at the rental unit. As such, I find this portion of the landlord's Application to be premature. I amend the landlord's Application to exclude this matter and note the landlord remains at liberty to file a new claim against the tenants for this damage at a future date.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for cause or unpaid rent; to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the

Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

It must also be decided if the tenants are entitled to cancel a 1 Month Notice to End Tenancy for Cause and a 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to Sections 46 and 47 of the *Act*.

Background and Evidence

Both parties submitted into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on October 22, 2014 for a month to month tenancy beginning on November 1, 2014 for the monthly rent of \$800.00 due on the 1st of each month with a security deposit of \$400.00 paid;
- A copy of a 1 Month Notice to End Tenancy for Cause issued on May 31, 2015 with an effective vacancy date of June 30, 2015 citing the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on June 5, 2015 with an effective vacancy date of June 15, 2015 due to \$800.00 is unpaid rent due on June 1, 2015.

The landlord testified the tenants have failed to pay rent for the months of June and July 2015.

Analysis

In the absence of the tenants I dismiss their Application for Dispute Resolution in its entirety. I am, however, satisfied that the tenants had received both notices to end tenancy as they had file applications to dispute both notices.

Section 55(1) of the *Act* states that if a tenant applies to dispute a landlord's notice to end tenancy and their Application for Dispute Resolution is dismissed or the landlord's notice is upheld and the landlord request one an order of possession must be granted to the landlord.

As I have dismissed the tenants' Application for Dispute Resolution seeking to cancel both the 1 Month Notice to End Tenancy for Cause and the 10 Day Notice to End Tenancy for Unpaid Rent I find the landlord is entitled to an order of possession in accordance with those notices and pursuant to Section 55(1).

Based on the landlord's undisputed testimony I find the landlord has established the tenants failed to pay rent for the months of June and July 2015 and she is entitled to a monetary order for these losses.

Conclusion

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 **\$1,650.00** comprised of \$1,600.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I 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: July 21, 2015

Residential Tenancy Branch

