



# Dispute Resolution Services

Page: 1

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      OPR, MNR, MNDC, FF, CNR

### Introduction

This hearing dealt with applications from both the landlords and the tenants under the *Residential Tenancy Act* (the *Act*). The landlords applied for:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

The tenants applied for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Tenant, J.B. (the tenant) confirmed that he was acting on behalf of both tenants. As both parties confirmed receipt of one another's dispute resolution hearing packages, I find that the parties were duly served with these packages in accordance with section 89 of the *Act*.

The tenant confirmed receipt of all of the landlords' submitted documentary evidence. No documentary evidence, except a copy of the 10 Day Notice was submitted by the tenants. Both parties confirmed in their direct testimony that the landlords served the tenants with the 10 Day Notice dated June 9, 2015 in person on the same date. I find that the above documents were duly served in accordance with section 88 of the *Act*.

At the end of the hearing, the tenant provided a new mailing address for delivery of the decision. The Residential Tenancy Branch File will be updated to reflect the updated address.

### Issue(s) to be Decided

Should the landlords' 10 Day Notice be cancelled? If not, are the landlords entitled to an Order of Possession for unpaid rent?

Are the landlords entitled to a monetary award for unpaid rent?

Are the landlords entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

The landlords provided evidence that this tenancy began on March 1, 2015 on a month to month basis as shown by the submitted copy of the signed tenancy agreement dated February 15, 2015. Monthly rent in the amount of \$600.00 is payable on the first day of each month. A security deposit of \$300.00 was paid by the tenants and the landlords continue to retain this deposit.

The landlords issued the 10 Day Notice dated June 9, 2015, indicating that rent in the amount of \$600.00 was due on June 1, 2015. The notice indicates an effective move-out date of June 20, 2015.

The landlord's agent, S.M. testified that the tenants continue to reside in the rental unit which the tenant confirmed in his direct testimony. The tenant stated that he is in the process of packing his personal property to vacate the rental unit.

The landlords seek an order of possession and a monetary order for \$1,800.00 for unpaid rent and provided a monetary order worksheet for this amount with their Application. The landlord indicated that rent of \$600.00 is unpaid for June 2015, \$600.00 remains owing for July 2015 as well as \$600.00 for August 2015. The landlord indicated no payments have been made by the tenant since the 10 Day Notice was issued.

The landlord is also seeking to recover the \$50.00 filing fee for this Application from the tenant.

The tenant stated that rent for June was paid, but that the landlords refused to issue a rent receipt and that he is in possession of rent receipts for July and August which were also paid. The tenant stated that he was too busy for the approximate 2 month period

from filing the application to the hearing date to submit copies of the rent receipts for July and August. The landlord's agent disputed the tenant's claim of rent having been paid and is unaware of any rent payments.

### Analysis

Pursuant to section 46 of the Act, a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end tenancy effective on a date that is not earlier than ten days after the date the tenant receives the notice.

In this case, both parties have confirmed in their direct testimony that the landlords served the tenants with a 10 Day Notice dated June 9, 2015. I find, on a balance of probabilities, the tenants did not pay or attempt to pay their rent when it was due or within the five days provided for pursuant to section 46. The tenants failed to provide sufficient evidence to satisfy me that rent was paid. The tenant stated that he was in possession of receipts for rent paid in July and August, but was too busy to provide copies of these receipts, nor has he provided any details of the rent paid for June 2015.

I accept the evidence of the landlords over that of the tenants. I find that the landlords have proven that the tenants failed to pay rent of \$1,800.00 for June, July and August and that they are entitled to those amounts.

I find that the landlords are entitled to a two-day order of possession. The landlords will be given a formal order of possession which must be served on the tenant(s).

The landlords provided credible evidence that the tenants failed to pay rent of \$600.00, the amount indicated on the 10 Day Notice, for June 2015 and also failed to pay any rent for July and August while still occupying the rental unit. Therefore, I find that the landlord is entitled to \$1,800.00 in rental arrears for the above period.

Although the landlords' application does not seek to retain the security deposit, using the offsetting provisions of section 72 of the Act, I allow the landlords to retain the tenants' security deposit plus applicable interest in partial satisfaction of the monetary award. No interest is payable over this period.

As the landlords were successful in this application, I find that the landlords are entitled to recover the \$50.00 filing fee paid for this application.

Conclusion

I am granting the landlords an Order of Possession to be effective two days after notice is served to the tenant.

I am making a Monetary Order in favour of the landlord as follows:

Rental Arrears for June 2015	\$600.00
Rental Arrears for July 2015	600.00
Rental Arrears for July 2015	600.00
Less Security Deposit (\$300.00, No Interest)	-300.00
Recovery of Filing Fee for this application	50.00
<b>Total Monetary Award</b>	<b>\$1,550.00</b>

The landlord is provided with formal Orders in the above terms. Should the tenant(s) fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Court in the Province of British Columbia.

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: August 12, 2015

---

Residential Tenancy Branch

