



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenants' application: CNR, MR, O
Landlord's application: OPR, MNR, FF

Introduction

This was a hearing with respect to applications by the landlord and by the tenants. The tenants applied to cancel a 10 day Notice to End Tenancy for unpaid rent, for more time to make their application to dispute the Notice and for other relief. The landlord applied for an order for possession and a monetary order for unpaid rent. The hearing was conducted by conference call. The landlord and the tenants called in and participated in the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy for unpaid rent be cancelled?

Is the tenant entitled to any other relief?

Is the landlord entitled to an order for possession pursuant to the Notice to End Tenancy?

Is the landlord entitled to a monetary award for unpaid rent?

Background and Evidence

The rental unit is an apartment in Chilliwack. The tenancy began several years ago. I was not provided with a copy of the tenancy agreement. The monthly rent is \$850.00 payable on the first of each month. The landlord testified that the tenants did not pay rent for July and she served them with a 10 day Notice to End Tenancy for unpaid rent by posting it to the door on July 2, 2015. The landlord said the tenants failed to pay rent for August and the landlord served a second 10 day Notice to End Tenancy for unpaid rent on August 2, 2015 by posting it to the door of the rental unit. The landlord said the

tenants have not paid any rent for September or for October. The landlord requested an order for possession and a monetary order for unpaid rent.

The tenant, D.G. testified at the hearing that the full rent for July was not paid. He said that \$425.00 of the \$850.0 in rent was paid. The tenant said that no rent has been paid since July, but he claimed that the landlord has refused to accept the tenants' rent payments. He said that the rent was to have been paid by the Ministry of Social Services and the Ministry is holding the payments pending the outcome of this proceeding. The tenant did not submit any documentary evidence to support his statements concerning the rent payments held by the Ministry. He also complained that the landlord did not comply with a dispute resolution decision made in January, 2014, but the tenant has made no complaint about the alleged failure until he filed the application to dispute the Notice to End Tenancy for unpaid rent.

The landlord denied that the tenants have offered to pay rent and said that the landlord would not have refused rent payments if presented.

Analysis

I am satisfied on the evidence presented by the landlord that the tenants were served with Notices to End Tenancy for unpaid rent on July 2, 2015 and August 2, 2015. The tenants did not apply to dispute the Notices to End Tenancy until August 11, 2015. This was more than a month after the first Notice was served.

The tenants have acknowledged that a half month's rent was paid for July and no rent was paid for August, September or for October. I find that the tenants have not established any ground that would entitle them to withhold payment of rent. The tenants did not submit any documentary evidence to support the testimony that the landlord refused to accept rent payments. They have had several months to submit evidence from the Ministry to show that cheques were issued to the landlord and returned and in the absence of any supporting documents I accept and prefer the landlord's evidence that the tenants have failed to pay any rent since July.

Conclusion

The tenants' application to cancel the Notice to End Tenancy dated August 2, 2015 is dismissed without leave to reapply. The tenants have not established that they are entitled to any other unspecified relief and the claim for other relief is denied.

The tenancy has ended pursuant to the August 2nd Notice to End Tenancy for unpaid rent and the landlord is entitled to an order for possession effective two days after service on the tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

The tenants have acknowledged that no rent has been paid since the sum of \$425.00 was paid in July and on that basis I amend the landlord's claim for unpaid rent to include a claim for unpaid rent for September and October. I find that the landlord has established a total monetary claim of \$2,975.00 for the outstanding rent for July to October, inclusive. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$3,025.00. This order may be filed in the Small Claims Court 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: October 21, 2015

Residential Tenancy Branch

