



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MND MNR MNSD MNDC FF CNR MNR ERP RP RR

Introduction

This hearing dealt with applications by the landlord and the tenants. The landlord applied for an order of possession pursuant to a notice to end tenancy for unpaid rent, as well as for monetary compensation. The tenants applied to cancel the notice as well as for orders for repairs, emergency repairs and a reduction in rent. The landlord and the tenants participated in the teleconference hearing.

I informed the parties that the issue of the notice to end tenancy took precedence, and only heard evidence on that issue. I will address the remainder of the applications in the conclusion of my decision.

Issue(s) to be Decided

Is the notice to end tenancy for unpaid rent valid?

Background and Evidence

The tenancy began on May 1, 2015, with monthly rent of \$1,400.00 due in advance on the first day of each month.

The landlord stated that on the first of September the female tenant told the landlord that she had no money. The landlord agreed to give the tenant 10 days. On September 10, 2015 the tenant paid the landlord \$700.00 and told the landlord that she wasn't going to pay any more. At that time the landlord served the tenant with the notice to end tenancy for unpaid rent. The notice indicated that on September 1, 2015 the tenants failed to pay \$1,400.00 in rent and \$422.91 for unpaid utilities. The landlord stated that the tenants have not made any further rent payments. The tenants acknowledged that they have not paid any further rent. The tenants also stated that they did not owe any money for utilities because it was not part of their agreement.

Analysis

I found that the notice to end tenancy for unpaid rent dated September 9, 2015 is valid, on the basis that the tenants failed to pay the full amount of outstanding rent within five days of being served with the notice to end tenancy. The tenancy ended on September 20, 2015, the effective date of the notice. The landlord is entitled to an order of possession.

It was not necessary for the landlord to apply for an order of possession, as the tenants had already applied to cancel the notice and the landlord could have requested an order of possession in the hearing on the tenants' application. I therefore deny the landlord recovery of the \$50.00 filing fee for the cost of his application.

Conclusion

The tenants' application to cancel the notice to end tenancy is dismissed. As the tenancy ended on September 30, 2015, the remainder of the tenants' application is also dismissed. However, it is open to the tenants to apply for monetary compensation.

I grant the landlord an order of possession effective two days from service. The tenants must be served with the order of possession. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord's monetary claim is dismissed with leave to reapply.

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 9, 2015

Residential Tenancy Branch

