



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, LRE, OLC, PSF, RP, OPC, MNR, MNSD, FF

### Introduction

In the first application the tenants seek to cancel a one month Notice to End Tenancy for cause dated October 12, 2015. They also seek relief in the nature of an order restricting the landlord's right of entry, an order that the landlord provide a service or facility, a repair order and an order that the landlord comply with the law and the tenancy agreement.

In the second application the landlord seeks an order of possession pursuant to the one month Notice and a monetary award for unpaid November and December 2015 rents.

### Issue(s) to be Decided

The issues were substantially altered during the preliminary discussion at this hearing and are addressed below.

### Background and Evidence

The rental unit is a manufactured home on about ¼ acre of land. There is a written tenancy agreement dated October 27, 2014, showing that the rent is \$1000.00 per month, due on the first of each month (though it was the tenants' habit to pay on the ninth of each month, without objection from the landlord). The agreement indicates a security deposit was paid but the parties agree that it was not paid.

At hearing it was agreed that this tenancy will end December 31, 2015 and that the landlord will have an order of possession for then.

It was agreed that the November and December rents have not been paid and the landlord is owed \$2000.00.

The landlord was served by registered mail with the tenants' application and an evidence package. The registered mailings went "unclaimed" by him. In accordance with ss. 88, 89 and 90 of the *Residential Tenancy Act* (the "RTA"), I find that he was duly served.

Much of the testimony concerned matters that occurred in November and December 2015, after the applications were made.

In particular, the landlord alleged an assault. The tenant Mr. V. also alleged an assault and that the landlord had committed mischief to a vehicle and had caused willful damage to the rental unit.

The landlord consented to responsibility for the cost of an electrician's bill dated November 6, 2015 in the amount of \$534.62.

I declined to consider any matter occurring after October 2015 and any monetary claim as those items were not raised in the tenants' application. The tenants are free to apply again for a monetary claim after this hearing.

### Analysis

In light of the fact that the tenancy will end in a few days after this hearing, I declined to make any compliance or repair orders. As stated above, the tenants are free to apply for monetary compensation.

The parties were informed about the law regarding landlord entry onto premises. In this case, the tenants are renting a manufactured home located on a lot. The tenancy agreement does not reserve any portion of the premises to the landlord and so the tenants are entitled to exclusive possession of it. In order for the landlord to enter without the permission of a tenant, the landlord must comply with the notice provisions of the *RTA*.

The landlord is owed \$2000.00, less the \$534.62 electrician's bill. I grant him a monetary award against the tenants for the remainder of \$1465.38.

### Conclusion

There will be an order of possession to the landlord effective December 31, 2015 and a monetary order in the amount of \$1465.38.

As each side has been partially successful, I offset their filing fees.

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: December 18, 2015

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Residential Tenancy Branch

