



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: OPR, OPC, MNR, MNSD, MNDC, O, FF
Tenants: MT, CNC, CNR, OLC, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord sought an order of possession and a monetary order. The tenants sought more time to cancel a notice to end tenancy; to cancel a notice to end tenancy and an order to have the landlord issue receipts. The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord's agent 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)* personally on November 13, 2015 in accordance with Section 89. Based on the testimony of the landlord, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*.

In addition, I note that this hearing was originally convened as the result of an Application for Dispute Resolution submitted by the tenants. As such, I am satisfied the tenants were aware of this hearing.

The landlord testified the tenants had vacated the rental unit as of December 28, 2015 and as such they no longer require an order of possession. I amend the landlord's Application to exclude the matter of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled 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, 67, and 72 of the *Act*.

It must also be decided if the tenants are entitled to more time to submit an Application for Dispute Resolution to cancel 2 notices to end tenancy; to cancel a 1 Month Notice to End Tenancy and a 10 Day Notice to End Tenancy for Unpaid Rent; to an order to have the landlord comply with the *Act*, regulation or tenancy agreement and to recover the

filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 46, 47, 66, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on January 31, 2015 for a month to month tenancy beginning on February 1, 2015 for the monthly rent of \$750.00 due on the 1st of each month with a security deposit of \$375.00 paid.

The landlord's agent testified the tenants failed to pay rent for the full months of October, November and December 2015. The landlord submits the tenants were \$100.00 short for October and paid no rent at all for November and December 2015.

Analysis

In the absence of the tenants I dismiss their Application for Dispute Resolution in its entirety.

From the landlord's undisputed evidence and testimony I find the tenants have failed to pay rent in the amounts claimed by the landlord.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 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 order the landlord may deduct the security deposit and interest held in the amount of \$375.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,275.00**. 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: January 11, 2016

Residential Tenancy Branch

