



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Saffran Hill Estates Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, CNL, MNDC

Introduction

This hearing was scheduled to convene at 11:00 a.m. on March 29, 2016 concerning an application made by the tenants for an order cancelling a notice to end the tenancy for unpaid rent or utilities; for an order cancelling a notice to end the tenancy for landlord's use of property; and for a monetary order as against the landlord for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

The landlord company was represented at the hearing by an agent however, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenants attended. The landlord's agent attended the hearing and was prepared to respond to the tenants' application and in the absence of any representation for the tenants I hereby dismiss the tenants' application in its entirety without leave to reapply.

The *Residential Tenancy Act* states that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, or uphold the notice to end the tenancy, I must grant an Order of Possession in favour of the landlord, so long as the notice is in the approved form. The *Act* also specifies that if the notice to end the tenancy was issued for unpaid rent, I may make an order that the tenants pay to the landlord the unpaid rent.

The landlord's agent gave affirmed testimony and called one witness who gave affirmed testimony. All evidence provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Has the landlord established that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was issued in accordance with the *Residential Tenancy Act*?
- Has the landlord established a monetary claim as against the tenants for unpaid rent?

Background and Evidence

The landlord's agent testified that the parties had entered into a month-to-month tenancy that commenced prior to the date the landlord purchased the rental building. The rental building was purchased by the landlord in January, 2016. No tenancy agreement was provided to the landlord from the previous owner, however the landlord's agent testified that rent in the amount of \$795.00 per month was payable on the 1st day of each month. The landlord currently holds a security deposit in the amount of \$395.00.

The landlord's agent further testified that on February 2, 2016 the landlord's property manager served to the tenant a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by posting it to the door of the rental unit. A copy of the notice has been provided and it is dated February 2, 2016 and contains an effective date of vacancy of February 15, 2016 for \$795.00 of unpaid rent that was due on February 1, 2016. No rent has been received since the issuance of the notice.

The landlord also served the tenants with a 2 Month Notice to End Tenancy for Landlord's Use of Property on January 25, 2016 and a copy has been provided. The notice is dated January 25, 2015 and contains an effective date of vacancy of March 31, 2016. The reason for issuing the notice is: "The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant."

The landlord claims unpaid rent for February and March, 2015 of \$795.00 each.

The landlord's witness testified that he is the property manager and served the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities to the tenants by posting the notice to the door of the rental unit at 3:30 p.m. on February 2, 2016.

Analysis

I have reviewed the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and I find that it is in the approved form and contains information required by the *Act*. I am also satisfied that the tenants did not pay rent for February, 2016, and having dismissed the tenants' application, I find that the landlord is entitled under the *Act* to an Order of Possession on 2 days notice to the tenants.

Since the landlord served the 2 Month Notice to End Tenancy for Landlord's Use of Property first, the landlord must provide the tenants with the equivalent of one month's rent, and I find that the landlord has established a claim for unpaid rent for the month of February, 2016 in the amount of \$795.00.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenants.

I further grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$795.00.

These orders are final and binding and may be enforced.

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: March 31, 2016

Residential Tenancy Branch