



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to applications by the landlord and the tenants.

The landlord's application is seeking orders as follows:

1. For an order of possession;
2. For a monetary order for unpaid rent;
3. To keep all or part of the security deposit; and
4. To recover the cost of filing the application.

The tenants' application is seeking orders as follows:

1. To cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on March 3, 2016 (the "Notice");
2. For money owed or compensation for damage or loss under the Act;
3. To provide services or facilities required by law;
4. To allow a tenant to reduce rent for repairs, services or facilities agreed upon.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant's request to set aside the Notice. The balance of the tenants application is dismissed, with leave to reapply.

Issues to be Decided

Should the Notice be cancelled?
Is the landlord entitled to an order of possession for unpaid rent?
Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The tenancy began on September 1, 2015. Rent in the amount of \$1,100.00 was payable on the first of each month. A security deposit was required to be paid; however, the tenants' cheque was not cashable.

The tenant testified that they received the Notice. The tenant stated that this was after the landlord refused to accept rent. The tenant stated they have not paid rent for March 2016 and April 2016.

The landlord denied that they refused to accept rent from the tenants. The landlord stated that the last payment for rent was received by e-transfer.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The evidence of the tenant was that the landlord refused to accept rent. The evidence of the landlord was that the tenant did not attempt to pay any rent.

In this case, both parties have provided a different version of events; however, I prefer the evidence of the landlord that no attempt to pay rent was made. The tenants provided no documentary evidence to support their version, as the tenants could have provided a copy of a cheque and a copy of their bank statement to prove they had the money or they could have sent the rent by e-transfer as they had in the past, and provided a copy of that e-transfer showing it was refused.

As a result, I dismissed the tenants' application to cancel the Notice.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, 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.

I find that the landlord has established a total monetary claim of \$2,300.00 comprised of unpaid rent for March 2016, April 2016 and the \$100.00 fee paid by the landlord for this application. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The **tenants are cautioned** that costs of such enforcement are recoverable from the tenant

Conclusion

The tenants failed to pay rent. The tenants' application is dismissed. The landlord is granted an order of possession, and a monetary order for unpaid rent..

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: April 21, 2016

Residential Tenancy Branch