



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KANDOLA VENTURES INC
(Tenant name suppressed to protect privacy)

DECISION

Dispute Codes CNR, DRI, FF

Introduction

This hearing dealt with an application by the tenants seeking to have a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities set aside, to dispute a rent increase and to recover the filing fee for this application. The landlord participated in the conference call hearing but the tenant(s) did not. The tenants are the applicants in this matter and they served the landlord the Notice of Hearing documents for today's teleconference. I am satisfied that the tenants are fully aware of today's hearing and the hearing proceeded in their absence. The landlord gave evidence that they served the tenants' with their documentation for this hearing in accordance with the Act and the Rules of Procedure. The landlords' gave affirmed evidence.

Issues to be Decided

Are the tenants entitled to any of the above under the Act, regulation or tenancy agreement?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about April 1, 2016. Rent in the amount of \$1150.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$575.00. The tenants failed to pay \$400.00 of the rent in the month(s) of May and May 7, 2016 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of June.

The landlords stated that there was no increase as the tenancy just began two months ago. The landlord stated that they don't know why the tenants' think the rent is \$750.00 per month because the signed tenancy agreement clearly shows that the rent payable is

\$1150.00. The landlord stated that as of today's hearing the tenants owe \$1125.00. The landlords request an order of possession.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and although they did apply for dispute resolution to dispute the notice they have not provided sufficient evidence to have it set aside. Based on the above facts and the extensive documentation submitted by the landlord, I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant 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 tenants have not been successful in their application.

Conclusion

The landlord is granted an order of possession.

The tenants' application is dismissed in its entirety.

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: June 15, 2016

Residential Tenancy Branch