



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, O

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act"), seeking cancellation of the landlords' 10 Day Notice To End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice"); and an Order for other unspecified relief.

One tenant and both landlords I.S. and C.P (the "landlord") appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord and tenant were given a full opportunity to be heard, to present sworn testimony and make submissions. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

Preliminary and Procedural Matters

The tenants misspelled the last name of the Landlord I.S. in their application. The tenants' application is amended to include the proper spelling. The landlord confirmed the proper spelling of his last name which is shown in the style of cause.

Issue(s) to be Decided

- Should the landlord's 10 Day Notice be cancelled?

Background and Evidence

The testimony of the landlord and tenant established that a tenancy started on September 1, 2016 pursuant to a written tenancy agreement. The rent is \$1,350.00 due on the first day of each month.

The landlord testified that the tenants did not pay the full amount of rent due on October 1, 2016. The landlord testified that the tenants were served a 10 Day Notice dated

October 21, 2016, with an effective date of October 31, 2016, by posting a copy on their door of the rental unit. The tenant acknowledged receiving the notice on her door on October 21, 2016.

The landlord testified that the tenants paid \$350.00 to the landlord on November 3, 2016. However, the balance of the rent due for October is still outstanding. The landlord also testified that the tenants did not pay the rent that was due for each of the months of November and December 2016. The tenant acknowledged the unpaid rent for those months. The tenant requested more time to pay the rent.

Analysis

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

I find that the tenants were required to pay rent in the amount of \$1,350.00 due on the first day of October 2016 which they did not pay.

I find that the tenants were served with a 10 Day Notice that required the tenants to vacate the rental unit on October 31, 2016, pursuant to section 46 of the *Act*.

Section 46 of the *Act* stipulates that a tenant has five days from the date of receiving the 10 Day Notice to either pay the outstanding rent or to file an Application for Dispute Resolution to dispute the Notice. In the circumstances before me although the tenants filed an application to dispute the notice, they are not disputing the landlord's claim that rent for October 2016 remains unpaid.

I find that the 10 Day Notice complies with s.52 of the *Act* and that the landlord served the 10 Day Notice in accordance with the *Act*. Therefore, I find that the tenants are not entitled to cancellation of the 10 Day Notice and I uphold the notice to end the tenancy.

Pursuant to section 55 of the *Act*, when the landlord's notice to end a tenancy complies with section 52 of the *Act* and I am dismissing the tenant's Application, I am required to grant an order of possession. As a result, I find the landlords are entitled to an order of possession that is effective two days after service on the tenant(s).

Conclusion

I dismiss the tenants' application and I uphold the 10 Day Notice.

Pursuant to section 55 of the *Act*, I grant an Order of Possession to the landlords effective **two days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 23, 2016

Residential Tenancy Branch