



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, ERP, LRE, MNR, MNSD, O, OLC, RR, RP

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, to cancel a 1 Month Notice to End Tenancy for Cause, for the cost of emergency repairs, to return all or part of the security deposit or pet damage deposit, to have the landlord comply with the Act, to make emergency repairs to the unit, to suspend or set condition on the landlords right to enter and to allow a tenant to reduce rent for repairs.

Both parties appeared, gave 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.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

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 tenants 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 tenants' request to set aside the Notice to End Tenancy. The balance of the tenants' application is dismissed, with leave to reapply.

Issue to be Decided

Should the Notices to end tenancy be cancelled?

Background and Evidence

At the start of the hearing the tenant indicated that they have found alternative housing and will be vacating the premises on February 15, 2017. The landlords were agreeable to the vacate date, if January 2017 rent was paid.

The tenant testified that the landlord did not attend to collect the rent for January 2017, as they wanted the full amount of rent of \$1,400.00 to be paid. The tenant stated that they felt justified to deduct the amount of \$200.00 for emergency repairs.

The landlord testified that have not refused rent. Filed in evidence are text message of the landlord asking when can they can attend to pick up rent.

The landlord questioned the tenant as to when they can attend to pick up January 2017, rent after the conclusion of the hearing; however, the tenant made an inappropriate comment about rent owed and chose to exit the hearing.

Analysis

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

I accept the tenants have not paid the outstanding rent for January 2017 or any rent for February 2017, I find the tenancy ended on the effective date of the Notice.

In this case, I do not accept that the landlords have failed to accept rent. It was clear when the tenant chose to exit the hearing without my consent, that they had no intention of paying rent for January 2017, I find it would be unfair to the landlords to extend the effective date to February 15, 2017, as no rent for January or February 2017, have been paid.

I find that the landlords are 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. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

At the hearing the landlords requested a monetary order for unpaid rent; however, there is no authority for me to grant a monetary order to the landlords, when they have file an application for monetary compensation. The landlords are entitled to make an application for unpaid rent.

Conclusion

The tenants' application is dismissed. The landlord are granted an order of possession pursuant to section 55 of the Act.

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: February 02, 2017

Residential Tenancy Branch