



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, MNDC, LRE, FF, O  
OPR, MNR, FF

### Introduction

This hearing was scheduled to convene at 9:30 a.m. this date by way of conference call concerning applications made by the tenants and by the landlords. The tenants have applied for an order cancelling a notice to end the tenancy for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order suspending or setting conditions on the landlords' right to enter the rental unit; and to recover the filing fee from the landlords for the cost of the application. The landlords have applied for an Order of Possession and a monetary order for unpaid rent or utilities and to recover the filing fee from the tenants.

One of the named landlords attended the hearing and gave affirmed testimony, however the line remained open while the phone system was monitored for in excess of 10 minutes prior to hearing any testimony and no one for the tenants joined the call. Therefore, I dismiss the tenants' application 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, I must grant an Order of Possession in favour of the landlord so long as the notice given is in the approved form.

In this case, the tenants have disputed a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and have provided a copy for this hearing. It is dated April 5, 2017 and contains an effective date of vacancy of April 15, 2017 for unpaid rent in the amount of \$1,400.00 that was due on April 1, 2017. I find that it is in the approved form and contains information required by the *Act*. Therefore, I grant an Order of Possession in favour of the landlords. Since the effective date of vacancy has passed, I grant the Order of Possession on 2 days notice to the tenants.

### Issue(s) to be Decided

The issue remaining to be decided is:

- Have the landlords established a monetary claim as against the tenants for unpaid rent?

### Background and Evidence

The landlord testified that this month-to-month tenancy began on July 1, 2016 and the tenants still reside in the rental unit. Rent in the amount of \$1,400.00 per month is payable on the 1<sup>st</sup> day of each month. At the outset of the tenancy the landlords collected a security deposit from the tenants in the amount of \$700.00 which is still held in trust by the landlords, and no pet damage deposit was collected. A copy of the tenancy agreement has been provided.

The landlord further testified that the tenants failed to pay rent when it was due in April, 2017 and the landlord served one of the named tenants personally with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The tenants have still not paid the rent and are now in arrears for May, 2017 as well, for a total of \$2,800.00.

### Analysis

I have reviewed the evidentiary material and have considered the undisputed testimony of the landlord that the tenants have not paid any rent for April or for May, 2017 and the sum of \$2,800.00 is owed to the landlords. The testimony is consistent with the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and the tenancy agreement. Therefore, I find that the landlords have established that claim as against the tenants.

I leave it to the parties to deal with the security deposit in accordance with the *Residential Tenancy Act*.

Since the landlords have been successful with the application the landlords are also entitled to recovery of the \$100.00 filing fee.

### Conclusion

For the reasons set out above, the tenants' application is hereby dismissed in its entirety without leave to reapply.

I hereby grant an Order of Possession in favour of the landlords effective on 2 days notice to the tenants.

I further grant a monetary order in favour of the landlords as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$2,900.00.

This order is 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: May 10, 2017

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Residential Tenancy Branch