



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR (Landlords' Application)
 CNR, ERP, RP, RR (Tenants' Application)

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the Landlords and the Tenants which were scheduled to be heard together in this hearing.

The Landlords applied for an Order of Possession and a Monetary Order for unpaid rent. The Landlords amended their application to increase their monetary claim for August and September 2017 rent.

The Tenants applied for the following reasons: to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities (the "10 Day Notice") dated July 3, 2017; for emergency and regular repairs to the rental unit; and to reduce rent for repairs, services or facilities agreed upon but not provided.

Both parties appeared for the hearing and provided affirmed testimony. No issues were raised in relation to the service of the applications before me and the service of the evidence prior to the hearing. The hearing process was explained and no questions as to how the proceedings would be conducted were raised. The parties were given a full opportunity to present evidence, make submissions, and to cross examine the other party on the relevant evidence provided in this hearing.

Preliminary Matters

At the start of hearing the Tenants explained that they were in the process of vacating the rental unit and would be fully moved out by the end of September 2017. Accordingly, the parties agreed that the Landlords would be issued with an Order of Possession effective for this date in order to affect the ending of the tenancy and satisfy the Landlords' request for an Order of Possession. This order must be served to the

Tenants and may then be filed and enforced through the Supreme Court of British Columbia if the Tenants fail to vacate the rental unit.

As a result, I dismissed the Tenants' Application as the issues elected are now moot. The Tenants confirmed that there were no other issues left to be determined on their application. However, the Tenants are at liberty to apply for monetary compensation after putting the Landlords on notice of the amount being sought from the Landlords and detailing their exact claim. The hearing continued to deal with the Landlords' monetary claim for unpaid rent as follows.

Issue(s) to be Decided

Are the Landlords entitled to unpaid rent for July, August, and September 2017?

Background and Evidence

Both parties agreed that this tenancy started on June 1, 2017 for a fixed term of one year set to expire on June 1, 2018. A written tenancy agreement was signed and established rent in the amount of \$2,000.00 payable on the first day of each month. The Tenants paid a security deposit of \$1,000.00 on May 11, 2017. Despite the Landlords requesting a pet damage deposit of \$250.00 this was unpaid.

The male Landlord testified that the Tenants failed to pay full rent on July 1, 2017. As a result, the Tenants were served with the 10 Day Notice for outstanding rent of \$782.51. The male Landlord testified that in addition, the Tenants failed to also pay rent for August and September 2017. Therefore, the Landlords now request to recover the rental arrears of \$4,782.51. During the hearing the Landlords also requested to keep the Tenants' security deposit against the rental arrears and to also recover the filing fee paid to file the Application.

The Tenants did not dispute the amount of rental arrears outstanding and confirmed that the amount being claimed by the Landlords was correct.

Analysis

Section 26(1) of the Act requires a tenant to pay rent under a tenancy agreement whether or not a landlord complies with the Act.

I accept the undisputed evidence of the parties in this hearing that the Tenants owe the Landlords \$4,782.51 in unpaid rent. Therefore, this amount is awarded to the Landlords.

As the Landlords have been successful in this matter, I also award the Landlords the \$100.00 application filing fee pursuant to Section 72(1) of the Act. Therefore, the total amount payable by the Tenants to the Landlords is \$4,882.51.

As the Landlords are holding the Tenants' \$1,000.00 security deposit, pursuant to Section 72(2) (b) of the Act, I order the Landlords to retain this amount in partial satisfaction of the claim awarded.

As a result, the Landlords are granted a Monetary Order for the remaining balance of \$3,882.51. This order must be served on the Tenants and may then be enforced in the Small Claims Division of the Provincial Court as an order of that court if the Tenants fail to make payment.

Conclusion

The Tenants' application is dismissed. The Landlords are issued with an Order of Possession for September 30, 2017. The Tenants have failed to pay rent. Therefore, the Landlords may keep the Tenants' security deposit and are issued with a Monetary Order for the remaining balance of \$3,882.51. Copies of the above orders for service and enforcement are attached to the Landlords' copy of this Decision. This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: September 28, 2017

Residential Tenancy Branch