



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Coldwell Banker Slegg Realty  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

CNR; FF

### **Introduction**

This is the Tenants' Application for Dispute Resolution seeking to cancel a Notice to End Tenancy for Unpaid Rent issued September 28, 2017 (the "Notice") and to recover the cost of the filing fee from the Landlord.

Both parties appeared, gave affirmed 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 to me.

It was determined that the Tenants served the Landlord with the Notice of Hearing documents, by registered mail sent October 6, 2017. It was also determined that the Landlord provided the Tenants with copies of its documentary evidence by posting the documents to the Tenants' door on October 10, 2017.

### **Issue(s) to be Decided**

Should the Notice be cancelled?

### **Background and Evidence**

This tenancy began on February 1, 2015. Current monthly rent is \$1,140.00, due on the first day of each month.

The Landlord's agent testified that the Tenants were served with the Notice on September 28, 2017, by posting the Notice to the door of the rental unit. The Tenant acknowledged service in this manner.

The Tenant acknowledged that the Tenants fell behind in paying rent, and that the Tenants are in arrears, effective December 14, 2017, in the total amount of \$3,340.00. The Tenant offered to pay the outstanding rent together with rent for January, 2018, in full on or before January 26, 2018.

### **Analysis**

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

I find the Notice is a valid notice to end the tenancy, effective October 10, 2017.

I find that the Landlord is entitled to an Order of Possession 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. However, the agent for the Landlord consented that the Landlord would not enforce the order of possession if the Tenants **paid the arrears of \$3,340.00 together with January's rent in the amount of \$1,040.00 on or before January 26, 2018.**

**If the Tenants do not pay the Landlord \$4,380.00 on or before January 26, 2018, the Landlord may enforce the Order of Possession and the Tenants will have two (2) days to vacate the rental unit.**

I further find that **if the Tenants do not pay the Landlord by the above time and date**, the Landlord has established a total monetary claim of **\$4,380.00**, comprised of the above described amounts. I order that the Landlord retain the security deposit of **\$550.00**, in partial satisfaction of the claim and I grant the Landlord an Order under section 67 for the balance due of **\$3,830.00**. This order may be enforced in the Provincial Court (Small Claims).

I order that the Tenants bear the cost of the filing fee.

### **Conclusion**

The Landlord is hereby provided with an Order of Possession effective **2 days after service of the Order upon the Tenants**. In the event that the Tenants do not pay the Landlord **\$4,380.00 on or before January 26, 2018**, this Order may be enforced in the

Supreme Court of British Columbia. If the Tenants pay the said amount on or before January 26, 2018, this Order of Possession is null and void.

The Landlord is hereby provided with a Monetary Order in the amount of **\$3,830.00** for service upon the Tenants, representing the balance owed to the Landlord as at December 14, 2017, minus set off of the security deposit. If the Tenants do not pay the Landlord the total amount of **\$4,380.00 on or before January 26, 2018**, this Order may be filed in the Provincial Court of British Columbia (Small Claims Court) in enforcement of any balance then owed to the Landlord.

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 Act.

Dated: December 15, 2017

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Residential Tenancy Branch