



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      **FFL & OPRM-DR**

### Introduction

This is an application brought by the Landlord requesting an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, and requesting a monetary order for outstanding rent.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

### Issue(s) to be Decided

The issues are whether or not the landlords have established the right to an Order of Possession, and whether or not the landlords have established monetary claim against the respondents, and if so in what amount.

### Background and Evidence

The landlord testified that this tenancy began on October 1, 2017 with a monthly rent of \$1100.00, due on the first of each month.

The landlord testified that the tenants failed to pay the December 2017 rent, and therefore on December 14, 2017 a 10 day Notice to End Tenancy was posted on the tenant's door.

The landlord testified that the tenants have failed to comply with that notice, are still living in the rental unit, and have failed to pay any further rent.

The landlords are therefore requesting an Order of Possession for as soon as possible, and he and a monetary order as follows:

December 2017 rent outstanding	\$1100.00
January 2018 rent outstanding	\$1100.00
February 2018 rent outstanding	\$1100.00
Filing fee	\$100.00
Total	\$3400.00

The tenants testified that they have failed to pay rent for the months of December 2017 January 2018 and February 2018 for a total of \$3300.00.

The tenants further testified that they have been attempting to find a place and to move out, however, as yet, have been unable to do so, but they believe they may have a place for February 15, 2018, and have asked to be allowed to stay until then.

The landlords stated that they are unwilling to allow the tenants to stay any longer and want the Order of Possession for as soon as possible.

### Analysis

It is my finding that the landlords have shown that the tenants failed to pay the December 2017 rent and that on December 14, 2017 a valid 10 day Notice to End Tenancy was posted on the tenants door.

It is also my finding that the landlords have shown that the tenants have failed to comply with that notice and have failed to pay any further rent.

It is my decision therefore pursuant to section 62 of the Residential Tenancy Act that I will allow the landlords request for an Order of Possession. It is also my decision that the tenants must also pay rent outstanding to the end of February 2018, as they failed to vacate the rental unit and therefore they should reasonably have anticipated that, further rent would be due.

I will not allow the tenants request to be allowed to stay until February 15, 2018, as they have already stayed in the rental unit well past the end of tenancy date, and I have therefore issued the Order of Possession enforceable two days after service on the tenants

Conclusion

Pursuant to sections 46 and 55 of the Residential Tenancy Act, I have issued an Order of Possession that is enforceable two days after service on the tenants.

Pursuant to section 67 and 72 of the Residential Tenancy Act I have issued a monetary order for the respondents to pay \$3400.00 to the applicant.

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 07, 2018

---

Residential Tenancy Branch