



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR, OLC, LRE, OPR, MNR, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”).

The Landlord filed an Application requesting an order of possession for the rental unit due to unpaid rent and /or utilities; for a monetary order for unpaid rent and utilities; and to recover the cost of the filing fee.

The Tenants filed an Application requesting more time to make an application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities; to suspend or set conditions on the Landlords right of entry; and for the Landlord to comply with the Act, Regulation, or tenancy agreement.

The matter was set for a conference call hearing at 9:00 a.m. on this date. The Landlord attended the teleconference hearing; however, the Tenants did not. The Landlord testified that he served the Tenants with the Application for Dispute Resolution and Notice of Hearing, using registered mail on March 2, 2018. The Landlord testified that the Tenants were also served with the Notice of Hearing in person at the rental unit on March 21, 2018. I find that the Tenants have been duly served in accordance with sections 89 and 90 of the Act.

The Landlord was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary and Procedural Matters

On February 13, 2018, the Tenants applied for dispute resolution to dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, but failed to attend the hearing. The Tenants' application is dismissed in its entirety.

Issues to be Decided

- Is the Landlord entitled to an order of possession for the rental unit?
- Is the Landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The Landlord testified that the tenancy began on September 20, 2017, as a month to month tenancy. Rent in the amount of \$1,000.00 is to be paid on or before the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$500.00.

The Landlord testified that the Tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated February 2, 2018. The Landlord testified that the Notice was served to the Tenants using registered mail. The Landlord provided a copy of the registered mail tracking number in support of their evidence regarding service.

The 10 Day Notice states that the Tenants have failed to pay rent in the amount of \$1,000.00 which was due on February 1, 2018. The Notice informed the Tenants that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

The Landlord testified that the Tenants have not paid any of the rent owing for the month of February 2018. The Landlord testified that the Tenants have also failed to pay the rent owing under the tenancy agreement for the months of March 2018, and April 2018.

The Landlord is seeking an order of possession for the rental unit and a monetary order for unpaid rent in the amount of \$3,000.00.

The Landlord testified that the Tenants are still living in the rental unit.

The Tenants disputed the 10 Day Notice on February 13, 2018, but failed to attend the hearing.

Analysis

Section 26 of the Act states that a Tenant must pay the rent when it is due under the tenancy agreement, whether or not the Landlord complies with the Act, the regulations, or the tenancy agreement, unless the Tenant has a right under this Act to deduct all or a portion of the rent.

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

The Tenants disputed the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated February 2, 2018, but failed to attend the hearing. The Tenants' application to cancel the 10 Day Notice is dismissed in its entirety.

I find that the Tenants were served with the Landlord's Notice of Hearing documents and failed to attend the hearing.

Under section 55 of the Act, when a Tenants Application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the 10 Day Notice complies with the requirements for form and content and I find that the Landlord is entitled to an order of possession effective 2 (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.

I find that the Tenants have failed to pay the rent owing under the tenancy agreement. The Landlord has suffered a loss of rent in the amount of \$3,000.00.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I grant the Landlord a monetary order in the amount of \$3,100.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenants are cautioned that costs of such enforcement are recoverable from the Tenants.

Conclusion

The Landlord served the Tenants with the Notice of Hearing and the Tenants failed to attend the hearing.

The Tenants failed to pay the rent due under the tenancy agreement and did not pay the rent within five days of receiving a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

The Landlord is granted an order of possession effective two (2) days after service on the Tenants.

The Landlord is granted a monetary order in the amount of \$3,100.00 for unpaid rent and the cost of the filing fee.

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: April 18, 2018

Residential Tenancy Branch