



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, MDSD & FF

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. An order to cancel the 10 day Notice to End Tenancy dated April 4, 2018
- b. An order for emergency repairs
- c. An order that the landlord comply with the Act, regulation and/or the tenancy agreement

The Application for Dispute Resolution filed by the landlords make the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$3400 for unpaid rent
- c. An order to retain the security deposit
- d. An order to recover the cost of the filing fee

The tenant(s) failed to appear at the scheduled start of the hearing which was 1:00 p.m. on June 4, 2018. The landlords were present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The tenants failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The landlords were given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant(s) on April 4, 2018. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing filed by the landlord was personally served on the Tenant(s) on May 18, 2018. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the tenants are entitled to an order cancelling the 10 day Notice to End Tenancy dated April 4, 2018?
- b. Whether the tenants are entitled to an order that the landlord comply with the Act, regulation and/or the tenancy agreement?
- c. Whether the tenants are entitled to an order for emergency repairs?
- d. Whether the landlords are entitled to an Order for Possession?

- e. Whether the landlords are entitled to A Monetary Order and if so how much?
- f. Whether the landlords are entitled to retain all or a portion of the security deposit/pet deposit?
- g. Whether the landlords are entitled to recover the cost of the filing fee?

Background and Evidence:

On October 11, 2017 the parties entered into a written tenancy agreement that provided that the tenancy would start on October 15, 2017 and continue on a month to month basis. The rent is \$850 per month payable on the first day of each month. The tenants paid a security deposit of \$400 at the start of the tenancy.

The tenant(s) failed to pay the rent for the following period:

- March 15, 2018 to April 14, 2018 (\$850 is owed)
- April 15, 2018 to May 14, 2018 (\$850 is owed)
- May 15, 2018 to June 14, 2018 (850 is owed).

The outstanding rent totals \$2550 to June 14, 2018. The landlord testified the tenants vacated the rental unit on May 27, 2018 and returned the keys at that time.

Tenant's Application:

The tenants failed to appear at the hearing. As a result I dismissed the tenants' application including the application to cancel the 10 day Notice to End Tenancy without leave to re-apply.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. The landlord used the approved form. There is outstanding rent. As a result I granted the landlord an Order for Possession immediately upon service of a copy of this order on you.

The tenant must be served with this Order as soon as possible. Should the tenants fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Landlord's Application - Order of Possession:

For the reasons set out above I granted an Order of Possession immediately upon service of the application of the tenants.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) for the following period:

- March 15, 2018 to April 14, 2018 (\$850 is owed)
- April 15, 2018 to May 14, 2018 (\$850 is owed)
- May 15, 2018 to June 14, 2018 (850 is owed).

I ordered that the Tenants pay to the landlords the sum of \$2550 plus the sum of \$100 in respect of the filing fee for a total of \$2650. .

Security Deposit:

I determined the security deposit plus interest totals the sum of \$400. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$2250.

Conclusion:

I ordered that the landlords shall retain the security deposit of \$400.

I further ordered that in addition the Tenants pay to the landlords the sum of \$2250.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on the parties.

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: June 04, 2018

Residential Tenancy Branch