



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

Landlords: OPRM, FFL

Tenants: CNR, ERP, FFT

### Introduction

This is an Application for Dispute Resolution (the “Application”) brought by the Tenants to cancel a 10-Day Notice to End Tenancy for Unpaid Rent, an Order for emergency repairs and payment of their filing fee; the Landlords filed a cross-application for an Order of Possession, a monetary order for unpaid rent and for their filing fee.

The Landlord, JM, appeared for the scheduled hearing on behalf of both Landlords. I find that both notices of hearing were properly served and that evidence was submitted by all parties. The Tenants did not attend this hearing, although I left the teleconference hearing connection open for 11 minutes in order to enable the Tenants to call into this teleconference hearing scheduled for 9:30 a.m.

The Landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony and to make submissions. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

Although all evidence was taken into consideration at the hearing, only that which was relevant to the issues is considered and discussed in this decision.

### Issues

Are the Tenants entitled to a cancellation of the Notice to End Tenancy, pursuant to section 46 of the Residential Tenancy Act (“Act”)?

If not, are the Landlords entitled to an Order of Possession pursuant to section 55 of the Act?

Are the Tenants entitled to an order for emergency repairs, pursuant to section 33 of the Act?

Are the Landlords entitled to a monetary order for payment of the rent arrears, pursuant to section 67 of the Act?

Are either party entitled to payment of their \$100.00 filing fee, pursuant to section 72 of the Act?

### Background and Evidence

The tenancy began March 1, 2017 for a fixed term, reverting to a month-to-month tenancy after one year; the monthly rent was \$1,600.00 and the security deposit was \$800.00. The Tenants were served with two 10-Day Notices to End Tenancy for Unpaid Rent in May and in June, 2018; the Landlord states that the Tenants fell into arrears and owe \$1,600.00 for each of those months.

The Tenants filed this Application on May 22, 2018 to dispute the original notice. The parties then worked out the following settlement agreement, which was signed by both parties:

*“June 29, 2018*

*This letter is to verify that the landlords, “JM” and “SM” and tenants “CR” and “RR” have reached an agreement for the tenant to move out by the 1<sup>st</sup> day of July and provide keys of the property situated at (redacted). The tenant(s) will sign to verify that the damage deposit of \$800 has been returned so that they can move out by the 1<sup>st</sup> day of the month of July in the year 2018 at or before the time of 1:00 p.m. Thus, there is no amount due by the landlord to the tenants. The signature is also a verification that the tenant will drop the Residential Tenancy Branch case and move out with all the belongings and leave the property in the condition it was initially provided to the tenants. Failure to do so may result in the landlord taking further action(s).”*

The Landlord confirms the Tenants vacated as of July 2, 2018 and that their claim can now be amended to remove the request of an Order of Possession and that the Tenants' application is withdrawn as per their settlement agreement with the Tenants. The Landlord confirmed that the rent for May and June of 2018 is still unpaid and they require a monetary order of \$3,200.00 for the unpaid rent as well as \$100.00 for their filing fee.

### Analysis

Rule 7.3 of the Residential Tenancy Branch Rules of Procedure states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply.

As the Tenants did not call into the conference call by 9:41 a.m., I find the Tenants have not presented the merits of this Application; in light of the evidence filed by the Landlord which shows an agreement requiring the Tenants to withdraw their Application, I am dismissing their Application without leave to reapply.

The Tenants are required to pay their rent in a timely manner and I find that there was sufficient evidence to show that the Tenants failed to pay their May and June rent in the total sum of **\$3,200.00**. Accordingly, the Landlords are awarded a monetary order in this amount. As the Landlords were successful in their application, I am awarding the filing fee of **\$100.00**.

This Order must be served on the Tenants and may then be filed in the Small Claims Division of the Provincial Court and enforced as an order of that court if the Tenants fail to make payment. Copies of this order are attached to the Landlords' copy of this Decision.

#### Conclusion

The Tenants' Application is dismissed without leave to reapply.

I hereby Order the Tenants to pay the sum of \$3,300.00 to the Landlords forthwith. The Tenants are jointly and severally liable for this payment.

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: July 19, 2018

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Residential Tenancy Branch