



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 9240CORBOULD INCORPORATED
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the Landlord: FFL OPR-DR
For the Tenants: CNR MNDCT MT OLC RP

Introduction

This hearing dealt with cross applications for dispute resolution filed by the parties under the *Residential Tenancy Act* (the “Act”).

The landlord’s application for dispute resolution was made on August 8, 2018 (the “landlord’s application”), and the landlord sought an order of possession for unpaid rent, and a monetary order for recovery of the filing fee.

The tenants’ application for dispute resolution was made on August 3, 2018 (the “tenant’s application”), and the tenants sought the following relief under the Act: (1) an order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent; (2) a monetary order for damage or compensation; (3) an order for the landlord to comply with the Act, the regulations, or the tenancy agreement; (4) an order for regular repairs; and, (5) more time to cancel a notice after the dispute period has passed.

The landlord’s agents attended the hearing and were given a full opportunity to be heard, present affirmed testimony, make submissions, and call witnesses. The tenants did not attend.

The landlord testified that they served the Notice of Dispute Resolution Proceeding package (the “package”) on the tenants by Canada Post registered mail on August 12, 2018. I find that the tenants were served with the package in compliance with section 89(1)(c) of the Act.

While I have reviewed all oral and documentary evidence submitted, only relevant evidence pertaining to the issues of this application is considered in my decision.

Issues

1. Is the landlord entitled to an order of possession for unpaid rent?
2. Is the landlord entitled to a monetary order for recovery of the filing fee?

3. Are the tenants entitled to an order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent?
4. Are the tenants entitled to a monetary order for damage or compensation?
5. Are the tenants entitled to an order for the landlord to comply with the Act, the regulations, or the tenancy agreement?
6. Are the tenants entitled to an order for regular repairs?
7. Are the tenants entitled to more time to cancel a notice after the dispute period has passed?

Background and Evidence

The landlord submitted a copy of a written tenancy agreement which indicated that the tenancy commenced on May 1, 2018. Monthly rent, due on the first of the month, is \$805.00. The tenants paid a security deposit of \$387.50.

On July 27, 2018, after not paying rent for June or July 2018, the landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent ("Notice"). A copy of the Notice was submitted into evidence. The landlord testified that the Notice was posted to the door at 9:25 a.m., on July 27, 2018.

A photograph of the Notice attached to the tenants' door was also submitted into evidence. In addition, the landlord submitted into evidence a copy of the Proof of Service document, confirming that service was effected as described.

Analysis

Section 26 of the Act requires that a tenant must pay 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 the Act to deduct all or a portion of the rent.

Pursuant to section 46 of the Act, the Notice informed the tenants that the Notice would be cancelled if the rent was paid within five days of service. The Notice was posted to the door on July 27, 2018, and, pursuant to section 90(c) of the Act, is deemed to be received on July 30, 2018. As such, the corrected date of the end of tenancy is August 9, 2018. The Notice also explains that the Tenant had five days from the date of service to dispute the Notice by filing an Application for Dispute Resolution.

The landlord testified, and provided documentary evidence to support their submission, that the tenants did not pay rent when it was due. Further, it appears that the tenants applied to dispute the Notice beyond the five days from date of deemed service. And, while the tenants applied for more time to cancel the Notice, they did not attend the hearing and as such I have no evidence on which to make a finding in this regard. Taking into consideration all of the evidence and unchallenged testimony presented before me, and applying the law to the facts, I find on a balance of probabilities that the

landlords has met the onus of proving their claim. Pursuant to sections 46 and 55 of the Act, I hereby grant an order of possession to the landlord.

As the landlord is successful in its application, I grant a monetary order in the amount of \$100.00 for recovery of the filing fee.

Conclusion

I hereby grant the landlord an order of possession, which must be served on the tenants and is effective two days from the date of service. The order of possession may be filed in the Supreme Court of British Columbia and enforced as a judgment or an order of that court.

I dismiss the tenants' application in its entirety without leave to reapply.

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: September 24, 2018

Residential Tenancy Branch