



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, RP, OLC, MND, MNR, OPR, FF

### Introduction

In the first application the tenants seek to cancel a ten day Notice to End Tenancy for unpaid rent. They also seek an order that the landlord attend to a variety of repairs inside this basement suite.

In the second application the landlord seeks an order of possession pursuant to the ten day Notice, a monetary award for unpaid rent and a monetary award for damage to the suite alleged to have been caused during the tenants' occupation of it.

Neither tenant attended for the hearing within fifteen minutes after its scheduled start time at 9:30 a.m. on December 18, 2018. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the landlord Mr. M.G. and this arbitrator were the only ones who had called into this teleconference during that period.

As a result, the tenants' application is dismissed. As the landlord attended and was ready to proceed, the tenants' application is dismissed without leave to re-apply.

On the landlord's uncontradicted evidence I find that the tenants were personally served by him with his application for dispute resolution on November 22, 2018.

I find that the tenants failed to pay the required rent and that the ten day Notice was a valid Notice. By operation of s. 46 of the *Residential Tenancy Act* (the "Act") the Notice has resulted in the ending of this tenancy. The Notice was received November 8, 2018

and I determine that this tenancy ended on November 18, 2018. The landlord will have an immediate order of possession.

On the landlord's evidence I find that the tenants owe rent and occupation rent. They incurred \$376.00 for rent for the last week in October, \$1450.00 for November rent and \$1450.00 for occupation rent for December. They have paid the landlord a total of \$1800.00. I award the landlord the balance remaining in the amount of \$1476.00 plus recovery of the \$100.00 filing fee for this application.

I dismiss the landlord's claim for damage to the premises. First, it is an unrelated claim to the central issues concerning the payment of rent and the ending of the tenancy. Second, in the circumstances, the appropriate time for addressing such a claim is at the time the tenants vacate the premises. They will have an opportunity to address any cleaning or damage issues by then. The landlord is free to reapply should the tenants fail to leave the rental unit in a reasonably clean state and free of damage during the tenancy but for normal wear and tear.

In result, the landlord will have an immediate order of possession and a monetary order in the amount of \$1576.00.

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: December 18, 2018

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Residential Tenancy Branch