



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RR, MNDCL, MNRL, OPR, FFL

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 August 29, 2019
- b. An order for the reduction of rent for repairs, services or facilities agreed upon but not provided.

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

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$10,500 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 11:00 a.m. on November 4, 2019. Two representatives of the landlord 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 tenant(s) 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 representative of the landlord was 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 the hearing a decision has been reached. All of the evidence was carefully considered.

I find that the 10 day Notice to End Tenancy was served on the Tenants by posting on August 29, 2019. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was personally served on the Tenants by mailing, by registered mail to where the Tenants reside on September 20, 2019.

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 August 29, 2019?
- b. Whether the tenants are entitled to an order for the reduction of rent for repairs, services or facilities agreed upon but not provided?
- c. Whether the landlord is entitled to an Order for Possession?

- d. Whether the landlord is entitled to A Monetary Order and if so how much?
- e. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a fixed term written tenancy agreement that provided that the tenancy would start on August 15, 2019 and end on August 31, 2020. The rent was \$3500 per month payable on the first day of each month. The tenants did not pay a security deposit.

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

- Rent for the period from August 15, 2019 to August 31, 2019 and the sum of \$1750 is outstanding.
- Rent for the month of September 2019 and the sum of \$3500 remains outstanding.
- Rent for the month of October 2019 and the sum of \$3500 remains outstanding.
- Rent for the period November 1, 2019 to November 15, 2019 and the sum of \$1750 remains outstanding.

The tenant(s) continue to reside in the rental unit.

Tenant's Application:

The tenants failed to attend the hearing. I determined rent is owed for the period August 15, 2019 to and including November 1, 2019 and the sum of \$10,500 remains outstanding. The landlord used the approved government form as a Notice to End the Tenancy. I determined there was no basis for cancelling the 10 day Notice to End Tenancy. As a result I dismissed the Tenants' application to cancel the 10 day Notice to End Tenancy. I also dismissed the Tenants' application for a reduction of rent without leave to re-apply as the Tenants failed to present sufficient proof to establish this claim. .

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. As a result I granted the landlord an Order for Possession on 2 days notice.

The tenant must be served with this Order as soon as possible. Should the tenant 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 the landlord an Order of Possession on 2 days notice.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the period of August 15, 2019 to and including November 1, 2019 and the sum of \$10,500 remains outstanding. I granted the

landlord a monetary order in the sum of \$10,500 plus the sum of \$100 in respect of the filing fee for a total of \$10,600.

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.

Conclusion:

I dismissed the Tenants application without leave to re-apply. I granted an Order of Possession on 2 days notice. I ordered that the Tenants pay to the landlord the sum of \$10,600.

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: November 04, 2019

Residential Tenancy Branch