



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPU, FFL

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Landlords under the *Residential Tenancy Act* (the “Act”), seeking:

- An Order of Possession for the rental unit based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”); and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Landlords H.N. and L.N. and the Tenant R.D., all of whom provided affirmed testimony. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The Tenant acknowledged service of the Notice of Dispute Resolution Proceeding Package, including a copy of the Application, notice of hearing and the Landlords’ documentary evidence and raised no concerns regarding this service or receipt.

I advised the parties that I did not have a copy of a 10 Day Notice before me for consideration. I also advised the parties that a copy of a previous decision rendered by the Branch on April 24, 2020, was submitted for my consideration by the Tenant, which also forms part of the Residential Tenancy Branch (the “Branch”) records, showing that a 10 Day Notice signed and dated March 14, 2020, was previously cancelled by an Arbitrator on April 24, 2020. The 10 Day Notice before the Arbitrator in that hearing states that \$600.00 in outstanding rent was owed as of March 1, 2020, and that the Tenants had failed to pay \$735.25 in utilities after being given a written demand to pay them on February 13, 2020.

Although the Landlord L.N. stated that they thought another 10 Day Notice had been served, they could not provide me with details regarding the form and contents of this notice to end tenancy or details regarding its service on the Tenants. A copy of this 10 Day Notice was also not before me for review and the Tenant R.D. denied being served with a subsequent 10 Day Notice. *Ministerial Order M089* issued March 30, 2020, pursuant to the State of Emergency declared on March 18, 2020, prohibited the service and enforcement of new notices to end tenancy under the *Act*. This order did not impact the validity of notices to end tenancy served before March 30, 2020.

As a copy of a notice to end tenancy was not before me for review, and the Tenant denied being served with a 10 Day Notice other than the one previously cancelled by the Branch, I find that I am not satisfied that a 10 Day Notice, other than the one previously cancelled by the Branch on April 24, 2020, was served on the Tenants, or that any such 10 Day Notice was served before March 30, 2020. As a result, I find that there is no basis upon which I can grant the Landlord's request for an Order of Possession as a result of this Application, and I therefore dismiss this Application. If the Landlord served a notice to end tenancy on the Tenants before March 30, 2020, other than the 10 Day Notice previously cancelled by the Branch, then they remain at liberty to file an Application with the Branch seeking enforcement of that notice. They also remain at liberty to file an Application pursuant to section 56 or 56.1, if they believe that they have the grounds to do so, or to file a monetary claim for the amounts of outstanding rent or utilities.

As the Landlord's Application seeking an Order of Possession for the rental unit was dismissed, I decline to grant them recovery of the filing fee.

I advised the parties that as the matter of outstanding rent was not decided in this hearing or the previous hearing, it remains a live issue and I reminded the Tenant that they are responsible to pay rent and utilities to the Landlords or their agents on time and in full in accordance with the *Act*, the regulations, and their tenancy agreement. The Tenant indicated that they were confused about who rent was to be paid to and the Landlord L.N. stated that the Tenant may continue to pay rent to the tenant who lives below them, who is a member of their family. The Landlord L.N. also stated that they will provide additional contact information to the Tenant after the close of the hearing by text message so that the Tenant may contact the Landlord(s) if they need to make arrangements for the payment of rent. The Tenant requested that the Landlord provide them with rent receipts as they pay rent in cash, and I reminded the parties that Landlords are required to provide tenants with rent receipts under the *Act*.

At the request of the parties, copies of the decision will be emailed to them at the email address provided in the Application.

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 11, 2020