



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDCT, CNR, RR, RP, LRE, LAT**

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on September 8, 2020, to reduce rent for repairs, services or facilities agree upon but not provided, to have repairs made to the unit, to suspend or set conditions on the landlord's right to enter the rental unit, and to obtain authorization to change the locks to the rental unit.

This matter was set for hearing by telephone conference call at 11:00 A.M on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the landlord, who was ready to proceed.

Issues to be Decided

- Should the Notice be cancelled?
- Are the tenants entitled to a rent reduction for repairs, services, or facilities?
- Should the landlords be ordered to make repairs to the rental unit?
- Should the landlords' rights to access to the rental unit be suspended?
- Are the tenants allowed to change the locks to the rental unit?

Background, Evidence and Analysis

Since the tenants did not attend the hearing, and as the onus is on the tenants to prove the issues claimed in their application. **I find I must dismiss tenants' application without leave to reapply.**

Since I have dismissed the tenants' application, I find it not necessary to consider the merits for ending the tenancy. However, I must determine whether the landlord has met the statutory requirements under the Act to end the tenancy.

I accept the evidence of the landlord's that the Notice was completed in accordance with Part 4 of the Act; How to End a Tenancy, pursuant to section 46, of the Act. A copy of the Notice was filed in evidence by the tenants for my review and consideration.

I find the Notice was completed in the proper form and meets the statutory requirements under section 52 the Act to the form and content.

Further, I accept the evidence of the landlord that the tenants were served with the Notice in compliance with the service provisions under the Act, as the tenants acknowledged service of the Notice in their application.

I am satisfied based on the landlord's evidence and the tenants' written submission that the tenants did not pay rent for September 2020; a tenant cannot simply withhold rent because they feel justified to do so. Such in this case the tenants alleged in their application that the landlords breached the Act. A tenant can only withhold rent with the authority of the Act, such as an order from an Arbitrator.

I find that the landlords have met the statutory requirements under the Act on how to end a tenancy. Since I have dismissed the tenants' application, I find the landlords are entitled to an order of possession pursuant to section 55 of the Act.

Therefore, I find that the landlords are entitled to an order of possession effective **two days** after service on the tenants. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

Conclusion

The tenants' application is dismissed without leave to reapply. The landlords are granted an order of possession.

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: October 22, 2020

Residential Tenancy Branch