



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RP, RR

Introduction

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy- Section 46;
2. An Order for repairs - Section 32; and
3. An Order for a rent reduction - Section 65.

The Parties were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Are the Tenants entitled to an order for repairs?

Are the Tenants entitled to an order for a rent reduction?

Background and Evidence

The following are agreed facts: The tenancy under written agreement started on September 15, 2020. Rent of \$2,000.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,000.00 as a security deposit. The Tenants failed to pay rent for January 1, 2021 and the Landlord served the Tenant with a 10-day notice to end tenancy for unpaid rent (the “Notice”) dated January 10, 2021. The Tenants have not paid the rent for January 2021.

The Tenants state that they moved out of the unit two days prior to this hearing and that they informed the Landlord's Agent of this date a week prior. The Tenants state that they left the keys to the unit inside the unit. The Landlord states that the Tenant's did not inform them of leaving the unit and that this is the first they have heard of the move-out. The Landlord requests an order of possession.

Analysis

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Given the supporting evidence of a copy of the Notice and the undisputed evidence that the rent for January 2021 has not been paid, I find that the Notice both complies in form and content and is valid for its stated reason. The Landlord is therefore granted an order of possession. As the tenancy has ended, I dismiss the Tenant's claim for an order for repairs.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be

dismissed with or without leave to reapply. As the rent reduction claim is not related to the matter of whether the tenancy will end, I dismiss this claim with leave to reapply.

Conclusion

I grant an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: February 26, 2021

Residential Tenancy Branch