



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, FFT
 MNR-DR, OPR-DR, FFL

Introduction

This hearing dealt with the cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”). The matter was set for a conference call.

The Tenants’ application for Dispute Resolution was made on April 30, 2021. The Tenants applied to cancel a One-Month Notice to End Tenancy for Cause (the “One-Month Notice”) issued April 21, 2021, to cancel a 10-Day Notice to End Tenancy for Unpaid Rent issued (the “10-Day Notice”) issued June 2, 2021, and to recover their filing fee.

The Landlord’s Direct Request Application was made on June 11, 2021. As the Tenants had already filed a dispute of the Notices, the Landlord’s application was crossed with the Tenants’ application to be heard at the same time. The Landlord applied for an order of possession to enforce a 10-Day Notice for Unpaid Rent issued (the “10-Day Notice”) issued June 2, 2021, for a monetary order for unpaid rent, and to recover their filing fee.

Two agents for the Landlord (the “Landlord”) attended the conference call hearing; however, the Tenants did not. As the Tenants are also applicants in these proceedings hearing, I find that the Tenants had been duly notified of the Notice of Hearing in accordance with the *Act*.

The Landlord was provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Should the One-Month Notice to End Tenancy be cancelled?
- If not, is the Landlord entitled to an Order of Possession?
- Should the 10-Day Notice to End Tenancy be cancelled?
- If not, is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a monetary order for unpaid rent?
- Is the Landlord entitled to the return for their filing fee for this application?
- Are the Tenants entitled to the return for their filing fee for this application?

Background and Evidence

While I have considered all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

This hearing was scheduled for a teleconference hearing on this date.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. Rule 7.3 of the Rules of Procedure stipulates that an Arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

I called into the hearing, and 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. Therefore, as the Tenants did not attend the hearing by 11:11 a.m. and the Landlord appeared and was ready to proceed, I dismiss the Tenants' application without leave to reapply.

The tenancy agreement shows that this tenancy began March 16, 2021, as a one-year fixed term tenancy. Rent in the amount of \$2,690.00 was to be paid by the first day of each month, and that the Landlords collected a \$1,345.00 security deposit for this

tenancy. The Landlord submitted a copy of the tenancy agreement into documentary evidence.

The Landlord testified that this tenancy ended on July 16, 2021, when the Tenants moved out of the rental unit. The Landlord confirmed that they no longer require an order of possession for the rental unit for this tenancy.

The Landlord also testified that the Tenants had not paid the rent for June 2021, in the amount of \$2,690.00 or the rent for July 2021, in the amount of \$1,345.00. The Landlord is requesting a monetary order in the amount of \$4,035.00 for the unpaid rent for this tenancy.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the Tenants' application for Dispute Resolution has been abandoned.

I accept the testimony of the Landlord that the Tenants moved out of the rental unit on July 16, 2021. I find that this tenancy has already ended in accordance with the *Act* and that there is no requirement for an Order of Possession. Therefore, I dismiss the Landlord's application for an Order of Possession of the rental unit.

I accept the testimony of the Landlord that the Tenants have not paid the outstanding rent for June and July 2021, for this tenancy. I find that the Landlord has proven their entitlement to a monetary award in the amount of \$4,035.000 in outstanding rent. I grant permission to the Landlord to retain the security deposit for this tenancy in partial satisfaction of this award.

Additionally, section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord has been successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for their application.

I grant the Landlord a monetary order in the amount of \$2,790.00, consisting of \$4,035.00 in unpaid rent, \$100.00 for the recovery of the filing fee, less the security deposit of \$1,345.00 that the Landlord is holding for this tenancy.

Conclusion

I dismiss the Tenants' Application for Dispute Resolution without leave to reapply.

I grant the Landlord a **Monetary Order** in the amount of **\$2,790.00**. The Landlord is provided with this Order in the above terms, and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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 *Residential Tenancy Act*.

Dated: September 2, 2021

Residential Tenancy Branch