



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, RP

### Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an Order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent dated June 7, 2021; and for an Order for repairs to the unit or property, having contacted the Landlord in writing to make repairs, but they have not been completed.

The Tenant, D.P., the Landlord, and counsel for the Landlord, K.M. ("Counsel"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. One witness for the Landlord, K.P. was also present and available to provide affirmed testimony.

During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

### Preliminary and Procedural Matters

The Tenant provided the Parties' email addresses in the Application and they confirmed these addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Order of Possession

Early in the hearing, the Tenant advised me that the Tenants had told the Landlord that they were moving out. The Tenant said that she had already paid for movers, who were scheduled to move her out on October 29, 2021. The Tenant said that her co-Tenant, S.R., has already moved out, and that R.M. would also moving out on October 29. As a result, the Tenant withdrew their Application, which was approved of by the Landlord.

The Landlord agreed that the Parties had discussed the Tenants' plans to move out, and he said that this is great; however, through Counsel, he also asked for an order of possession, in case someone does not move out, after all. The Tenant agreed that this would be appropriate. Accordingly, with the agreement of the Parties, and pursuant to section 55 of the Act, **I grant the Landlord an Order of Possession** effective October 30, 2021 at 1:00 p.m.

Rent Arrears Owing

Counsel also raised the issue of rent arrears that have accrued over the course of this tenancy from February 2021 through October 2021. Counsel said that the Landlord submitted a chart setting out the rent monies he has received from the Tenants and their contacts at the Ministry, as well as the amounts of unpaid rent outstanding. Counsel said that the amount set out on the chart as owed by the Tenants to the Landlord up to and including September 2021 was \$6,000.00; however, Counsel said that the Landlord did not receive any rent for October 2021, either, and if this is included, the total rent arrears is \$8,800.00.

The Tenant agreed that the Tenants owe the Landlord this much unpaid rent; however, she said that she had applied for funding from the Ministry and that she had received confirmation that they are sending the Landlord \$1,000.00 toward October's rent. The Tenant said that she forwarded this email to the Landlord on October 4, 2021.

Given that the Landlord has not yet received this cheque, the Parties agreed in the hearing that I will grant the Landlord a monetary order for the full amount owing as of the date of the hearing.

In the hearing, the Landlord assured the Tenant that **the Landlord will deduct any monies he receives from the Ministry from the amount of rent arrears the Landlord seeks from the Tenants**. I advised that the Parties are free to apply for further dispute resolution, if they need further assistance in resolving these matters.

Based on the agreement of the Parties and the evidence before me overall, I award the Landlord with **\$8,800.00** from the Tenants in recovery of unpaid rent, pursuant to sections 26, 46, and 67 of the Act.

I authorize the Landlord to retain the Tenants' **\$1,400.00** security deposit in partial satisfaction of this award, pursuant to section 72. Accordingly, I grant the Landlord a Monetary Order of **\$7,400.00** from the Tenants for the remaining amount of rent arrears they owe to the Landlord from this tenancy, pursuant to section 67 of the Act.

### Conclusion

The Parties agree to the Tenants withdrawing their Application in this matter. The Parties agreed that the Tenants are moving out by the end of October 2021, and in support of this plan, I award the Landlord with an Order of Possession.

Pursuant to section 55 of the Act, I grant an Order of Possession to the Landlord effective on October 30, 2021 at 1:00 p.m. **after service of this Order** on the Tenants. The Landlord is provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible, if and when necessary.

Should the Tenant(s) fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The Parties agreed, and I have found that the Tenants owe the Landlord outstanding rent of **\$8,800.00**, which amount I have awarded to the Landlord. The Landlord is authorized to retain the Tenants' **\$1,400.00** security deposit in partial satisfaction of this award.

I grant the Landlord a Monetary Order of **\$7,400.00** for the remaining rent arrears owing. The Landlord agrees to reduce the amount sought from the Tenants by any amounts he receives from them or on their behalf.

This Order must be served on the Tenants by the Landlord and may be filed in the

Provincial Court (Small Claims) and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 15, 2021

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Residential Tenancy Branch