



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNR, RP, PSF, RPP, AS, OLC

### Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), The Tenants applied for:

- an Order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent dated October 30, 2022 ("10 Day Notice");
- an Order for repairs to the unit, site or property, having contacted the landlord in writing to make repairs, but they have not been completed;
- an order to provide services or facilities required by the tenancy agreement or law;
- an order for the Landlord to return the Tenant's personal property;
- an order to allow an assignment or sublet when permission has been unreasonably denied;
- an Order for the Landlord to Comply with the Act or tenancy agreement; and
- recovery of their \$100.00 Application filing fee.

The landlords, T.P., J.C., J.C., and M.J. ("Landlords") appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenants. The teleconference phone line remained open for over 15 minutes and was monitored throughout this time. The only persons to call into the hearing were the Landlords, who indicated that they were ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only persons on the call, besides me, were the Landlords.

The Landlords explained that there are two tenants names on the tenancy agreement, and they referred me to a prior hearing between the Parties. They explained that they are all owners and landlords, as well, and that they would like all of the relevant names to appear on this decision and order. Accordingly, I have amended the Parties' names in the Application, pursuant to section 64 (3) (c) and Rule 4.2.

During the hearing the Landlords were given the opportunity to provide their evidence orally and to respond to my questions. 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.

### Preliminary and Procedural Matters

The Tenants provided the Parties’ email addresses in the Application, and the Landlords 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.

The Landlords explained that they had already had a hearing a few weeks prior, in which they were awarded an order of possession for the rental unit and a monetary order for five months’ of unpaid rent up to February 2023. However, they said that the Tenant did not pay rent for March 2023, either and that they seek a monetary order for this amount from this Application.

### Issue(s) to be Decided

- Are the Landlords entitled to a monetary order, and if so, in what amount?

### Background and Evidence

The Landlords confirmed that the periodic tenancy began on May 1, 2022, with a monthly rent of \$2,600.00, due on the first day of each month. The Parties agreed that the Tenants paid the Landlords a security deposit of \$1,500.00, and no pet damage deposit. The Landlords confirmed that the security deposit was applied to their previous monetary award for the unpaid rent up to February 2023.

As a result, the Landlords rely on section 55 (1.1) for compensation based on the Tenant’s application to cancel the 10 Day Notice.

The Landlords confirmed that the 10 Day Notice was signed and dated October 30, 2022, it has the rental unit address, it was served by attaching a copy to the rental unit door on October 30, 2022. The 10 Day Notice had an effective vacancy date of November 12, 2022, which is automatically corrected by the Act to November 14, 2022.

The 10 Day Notice was served on the grounds that the Tenants failed to pay \$2,600.00 when it was due on October 1, 2022.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Section 26 of the Act states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the regulations, or the tenancy agreement, unless the tenant has a right under the Act to deduct all or a portion of the rent. In the hearing, the Landlords said they were owed \$2,600.00 in unpaid rent as of March 1, 2023, and there is no evidence before me that the Tenants had a right to deduct anything from rent owing.

As the Tenants failed to attend the hearing, because they have been evicted from the residential property, and based on the Landlords' evidence, I dismiss the Tenants' Application wholly without leave to reapply.

Section 55 (1.1) states that if a tenant applies to dispute a landlord's notice to end a tenancy, then the director must grant an order requiring the payment of the unpaid rent by the tenant, if the following circumstances apply:

- (a) the landlord's notice to end tenancy complies with section 52 *[form and content of notice to end tenancy]*, and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice;

I find that the 10 Day Notice complies with section 52 of the Act, as to form and content. Further, I uphold the Landlords' 10 Day Notice to end the tenancy. Accordingly, I find that the Landlords are eligible for a monetary award pursuant to the Tenant's Application. I grant the Landlords a **Monetary Order** of **\$2,600.00** from the Tenants pursuant to sections 55 and 67 of the Act.

### Conclusion

The Tenants, who did not attend the hearing, are unsuccessful in their Application, as the Landlords had already been awarded an order of possession for the rental unit. The Tenants' Application is dismissed wholly without leave to reapply. Further, the Landlords

provided me with sufficient evidence to prove on a balance of probabilities their eligibility for a monetary award of \$2,600.00 in unpaid rent.

The Landlords are granted a **Monetary Order** of **\$2,600.00** from the Tenants. This Order must be served on the Tenants by the Landlords 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: March 03, 2023

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Residential Tenancy Branch