



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROADWAY PROPERTIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPU, MNRL-S, FFL

Introduction

The landlords applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The landlords ask me for the following orders against the tenants.

1. Exclusive possession of the rental unit in favour of the landlord.
2. Payment of \$4,650.00 of unpaid rent.
3. Reimbursement for the \$100.00 filing fee for this application.

The landlords appeared at the hearing on 13 April 2023, by way of a corporate agent. The tenants also appeared.

Issues to be Decided

Do the tenants owe the landlords rent?

Must the tenants move out?

And should the tenants reimburse the landlords for the cost of filing this application?

Background and Evidence

The evidence of the parties agreed on almost all points. Their agreed evidence was that:

- the tenants had paid a security deposit of \$875.00;
- rent is \$1,775.00 per month;
- the tenants paid only \$800.00 for rent for February 2023;

- the landlords issued a 10-day Notice to End Tenancy for Unpaid Rent on 28 February 2023; and
- the tenants paid no rent for March and April 2023.

The landlords also testified that the tenants owed \$75.00 for parking for February, and 'late payment' fees of \$25.00 each month for March and April.

And the tenants testified that they had no money to pay the outstanding rents.

Analysis

The evidence of the tenants effectively conceded the case of the landlords. Section 26 (1) of the *Residential Tenancy Act* [the 'Act'] places a positive obligation upon the tenants to pay rent, with which the tenants concede they have not complied. Because of this, I will grant an order of possession to the landlords.

As for unpaid rent, the evidence is that the tenants owed the landlords for three months (February, March, and April), for a total of \$5,325.00. But the tenants paid \$800.00 of February's rent, leaving \$4,525.00.

The parking and 'late payment' fees that the landlords testified are owing are not rent: they are fees. As a result, I will not include those amounts as part of the rent owed to the landlords.

As the landlords succeeded in their application, I order that the tenants reimburse them for the \$100.00 fee to file this application.

Conclusion

I make an Order of Possession in favour of the landlord *per* section 55 (1) of the Act. This order is effective two days after the landlords serve it on the tenants. If the tenants or any occupant of the rental unit fails to comply with my order, then the landlords can file this order with the Supreme Court of British Columbia, and enforce it as an order of that court.

I order that the tenant pay to the landlord \$4,525.00 for unpaid rent *per* section 55 (1.1) of the Act.

I authorise the landlords to retain the tenants' security deposit of \$875.00 in partial satisfaction of this sum *per* section 72 (2) (b) of the Act.

The landlords must serve this order on the tenants as soon as possible. If the tenants do not comply with my order, then the landlords may file this order in the Small Claims Division of the Provincial Court of British Columbia. Then the landlords can enforce my order as an order of that court.

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act.

Dated: 18 April 2023

Residential Tenancy Branch