



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding JMR Rentals Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, LRE, RPP, OLC

### Introduction

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

1. Cancellation of a 10-day Notice to End Tenancy for Unpaid Rent, issued on or about 3 April 2023 [the 'Notice'].
2. Imposition of conditions on the landlords' right to enter the rental unit [the 'Entry Claim'].
3. Return of a motor vehicle to the tenants, taken by the landlords [the 'Property Claim'].
4. Require that the landlords comply with the *Residential Tenancy Act* [the 'Act'] or the tenancy agreement by forbidding the landlords communicating with the tenants save in writing [the 'Compliance Claim'].

The corporate landlords appeared at the hearing on 16 May 2023 by way of an agent. The tenants also appeared, along with an advocate.

### Preliminary Matter

During this hearing, the landlords referenced certain documents that were not before me. They discovered that, though they had given a number of documents to a local RTB office as part of this dispute, the RTB office never uploaded copies of these documents to this file.

Despite this, the landlords were prepared to continue the hearing with the documents that had been uploaded.

One document in particular that the landlords referred to but which the RTB had not uploaded was a written demand to pay outstanding utilities. I directed that the landlords could, after the conclusion of this hearing, upload a copy of that demand to this file.

To date, no such demand has been uploaded to this file.

### Issues to be Decided

Should I cancel the Notice?

Should the landlords return the motor vehicle to the tenants?

If I cancel the Notice, then should I impose conditions on the landlords' right to enter the unit; and should the landlords only communicate with the tenants in writing?

### Background and Evidence

The landlords told me that the tenants rent the unit from them for \$1,375.00 each month, due on the first of the month. The tenants also paid a security deposit when they moved in, totalling \$687.50.

The landlords went on to tell me that the tenants paid no rent for January, March and April and only paid \$1,200.00 for February. At some point, the landlords convinced the tenants to give their motor vehicle (a Ford pick-up truck) to the landlords, so that they could sell the vehicle and use the money from the sale to offset the rent owing.

In response to this, the landlords drafted the Notice. In doing so, the landlords said:

1. they downloaded the RTB-approved form of notice from the RTB Website;
2. they signed and dated the Notice on 3 April;
3. they recorded the address of the unit on the Notice;
4. they recorded the effective date of 13 April on the Notice; and
5. they stated the basis for the Notice as the tenants' failure to pay \$4,600.00 rent and \$600.00 utilities.

The landlords then served this Notice by posting it on the door of the unit on 5 April (but I note that the RTB received this application from the tenants on 4 April).

On 14 April, the tenants paid the landlords \$400.00. But, said the landlords, they did not pay rent for May.

The landlords said that, before issuing the Notice, they had sent the tenants a demand to pay the \$600.00 utilities.

As for the tenants, they conceded that the Notice was effective. But they claimed only to have paid rent late, not that rent was unpaid. They offered no evidence to corroborate this claim. And they didn't know whether the landlords had sent a demand to pay utilities prior to the Notice.

### Analysis

I have considered all the evidence proffered by the parties. And I have considered all the arguments made by the parties.

I find that, in light of the date this application was made, the landlords posted the Notice on the unit door on 4 April (the same day on which the tenants made this application). This means that the earliest effective date of the Notice is 14 April (10 days after the tenants acknowledged service of the Notice).

Based on the evidence of the landlords, and the lack of any corroborating evidence of the tenants, I find that the tenants have probably not paid rent for the months alleged by the landlords. Yet section 26 (1) of the *Residential Tenancy Act* [the 'Act'] places a positive obligation upon the tenants to pay rent. As the tenants have failed in this obligation, and continue to fail in this obligation, I uphold the Notice and find that the tenancy is at an end, effective 14 April 2023.

I also find that the tenants owe the landlords \$5,275.00 in unpaid rent [*i.e.* five months rent at \$1,375.00 *per* month = \$6,875.00, less \$1,200.00 paid in February, and \$400.00 paid in April].

I am not satisfied that the landlords issued a demand to pay \$600.00 utilities in accordance with the Act such that the landlords could claim this amount as unpaid rent (see section 46 (6) of the Act).

As I have made this order regarding the unpaid rent, I grant the Property Claim: the landlords shall return the motor vehicle to the tenants.

And because the tenancy ended last month, there is no need for me to consider the Compliance Claim or the Entry Claim: I dismiss both claims without leave to re-apply.

### Conclusion

I make an Order of Possession in favour of the landlords. This order is effective two days after the landlords serve it upon 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 also order that the tenants pay to the landlords \$5,275.00 for unpaid rent *per* section 55 (1.1) of the Act.

I authorise the landlords to retain the tenants' security deposit 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.

Finally, I order that the landlords return the motor vehicle to the tenants *per* section 62 of the Act. The tenants must serve this order on the landlords as soon as possible. If the landlords do not comply with my order, then the tenants may file this order in the Small Claims Division of the Provincial Court of British Columbia. Then the tenants 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: 24 May 2023

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Residential Tenancy Branch