



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mayfair Properties Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

The tenants applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The tenants ask me to cancel a 10-day Notice to End Tenancy for Unpaid Rent, issued on or about 3 April 2023 [the 'Notice'].

The landlords appeared at the hearing on 15 May 2023, by way of an agent. The tenants also appeared, with an advocate/interpreter.

Issue to be Decided

Should I cancel the Notice?

Background and Evidence

The parties agreed that the rent for this unit is \$1,665.00, due on the first day of each month.

The parties also agreed that the tenants have not paid rent for the months of March, April and May. The landlords told me that this amounted to \$5,140.00, which included a late-payment fee of \$150.00. When I asked the landlords whether \$4,995.00 were not an accurate tally of three months rent, the landlords told me 'a bit' was owing from February, but they did not have a fulsome calculation.

The tenants, however, conceded that whatever amount the landlords are seeking is accurate.

Because of this failure to pay rent, the landlords drafted the Notice on or about 3 April. In doing so, the landlords:

1. used the form approved by the RTB;
2. signed and dated the Notice;
3. recorded the address of the rental unit;
4. recorded the effective date of the Notice as 16 April 2023; and
5. stated the basis for the Notice as the Applicant's failure to pay rent.

The tenants told me that they did not pay rent because they lost their job during the pandemic, and because their car was broken into. I asked them if there were a section of the *Residential Tenancy Act* [the 'Act'] that they believed empowered them to not pay rent. But they told me that they did not have any intention to not pay rent: they just need more time in which to pay.

Analysis

Section 26 (1) of the Act places a positive obligation upon the tenants to pay rent, with which the tenants have not complied.

The tenants conceded in their evidence that they failed in this obligation, and they have continued to fail in this obligation. As a result, I find that the tenancy is at an end, effective 16 April 2023.

Conclusion

I dismiss the tenants' application without leave to re-apply.

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.

At the end of the tenancy the tenants must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Tenants and landlords both have an obligation to complete a move-out condition inspection at the end of the tenancy. To

learn about obligations related to security deposits, damage and compensation, search the RTB website for information about after a tenancy ends.

I also order that the tenants pay to the landlords \$4,995.00 for unpaid rent per section 55 (1.1) of the Act. This sum is three months' rent (and the Act does not permit landlords to claim penalty fees as rent).

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: 23 May 2023

Residential Tenancy Branch