



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, MNDCT, OLC, FFT

### 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 13 March 2023 [the 'Notice'].
2. Compensation from the landlords in the amount of \$1,450.00 for physiotherapy; snow clearing; supplies; gasoline; and travel [the 'Compensation Claim'].
3. Requirement that landlords compel other occupants of the rental property to not disturb the tenants [the 'Disturbance Claim'].
4. Reimbursement for the \$100.00 filing fee for this application.

The landlords appeared at the hearing on 8 May 2023. The tenants also appeared for part of the hearing.

### Preliminary Matter

At the beginning of the hearing, I asked the tenants for details about the Compensation Claim and Disturbance Claim in order to determine their relationship to the Notice. The tenants seemed unable to understand my enquiry. They then erupted into an emotional tirade, which concluded with the tenants shouting, 'See you in court, mother fucker!', and disconnecting from the teleconference.

The finality of that statement satisfied me that the tenants had decided not to attend the hearing anymore.

Rule 7.3 of the RTB Rules of Procedure reads:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

The tenants ceased attending this hearing shortly after it began. Satisfied that this was a decision of theirs, and not a technical issue with the teleconference, I decided to proceed with the hearing in their absence.

Without evidence or argument from the tenants in support of the Compensation Claim, I dismiss that claim with leave to re-apply. Similarly, I dismiss the Disturbance Claim, but without leave to re-apply, as the tenancy has come to an end (see below).

Finally, I dismiss the tenants' claim for reimbursement of the cost of filing their application, as they effectively withdrew it by leaving the hearing.

### Issues to be Decided

Though the tenants effectively withdrew their application, section 55 of the *Residential Tenancy Act* [the 'Act'] still requires that I determine whether I should cancel the Notice.

### Background and Evidence

The landlords affirmed the following about the Notice:

1. they used the form approved by the RTB;
2. they signed the Notice and dated it 13 March 2023;
3. they recorded the address of the rental unit on the Notice;
4. they recorded the effective date of the Notice as 23 March 2023;
5. they stated the basis for the Notice as the tenants' failure to pay \$1,450.00 rent due on 1 March; and
6. they served the Notice on the tenants by taping it to the door of the unit.

A copy of the Notice that the tenants had submitted to the RTB as part of their application corroborated most of the landlords' testimony about its contents.

The landlords (and tenants, before they left the hearing) told me that the tenants moved out on or about 29 March 2023.

### Analysis

Based on the evidence of the landlords, I find that the Notice is effective, and so I do not cancel it.

I will make an order that the tenants pay to the landlords any unpaid rent, *per* section 67 of the Act. The landlords' uncontroverted evidence was that the tenants failed to pay \$1,450.00 in rent, and so that will be the amount of my order.

I accept the landlords' evidence that the tenants have abandoned the unit. This means that, *per* section 44 (1) (d), there is no longer a tenancy. As a result, section 55 (1) of the Act is inapplicable: there is no longer a tenancy to which the Notice might apply. Accordingly, I am not required to make an order of possession in favour of the landlords.

### Conclusion

I order that the tenants pay to the landlords \$1,450.00 for unpaid rent *per* section 67 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: 10 May 2023

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Residential Tenancy Branch