



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, RR, RP, LRE, LAT

### Introduction

The tenants applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The tenants ask me for authorization to change the locks on the rental unit, and for the following additional orders against the landlords.

1. Cancellation of a 10-day Notice to End Tenancy for Unpaid Rent and Utilities, issued on or about 2 April 2023 [the 'Notice'].
2. Reduction of rent for repairs.
3. Repair of rental unit.
4. Suspension of landlords' right to enter the rental unit.

The landlords appeared at the hearing on 30 May 2023. The tenants did not.

### Preliminary Matter - Non-appearance at the Hearing

The tenants did not attend this hearing, although I left the teleconference hearing connection open throughout the hearing which commenced at 1330 hours and ended around 25 minutes later. I confirmed:

1. that the RTB had provided the correct call-in numbers and participant codes in the Notice of Hearing; and
2. by reviewing the teleconference system, that the landlords and I were the only ones who had called into this teleconference.

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 failed to attend this hearing, but I conducted it in their absence. I was satisfied that the tenants knew of the hearing of their application and how to participate.

### Issue to be Decided

Because the tenants did not appear at the hearing of their application, I had no argument or evidence in support of their application. As a result, I dismiss their application without leave to re-apply.

This leaves one issue for me to determine: was the Notice effective?

### Background and Evidence

The landlords affirmed that the tenants agreed to pay \$2,030.00 rent each month on the first day of each month.

But the tenants did not pay rent for March or April. As a result, the landlords drafted the Notice, and served it on the tenants *via* registered mail on 2 April. They supported this evidence with receipts for the registered mail.

I reviewed a copy of the Notice that the tenants had submitted as part of their application, and the landlords affirmed the following about this Notice:

1. they used the form approved by the RTB;
2. they signed and dated the Notice on 2 April 2023;
3. they recorded the address of the rental unit;
4. they recorded the effective date of the Notice as 12 April 2023; and
5. they stated the basis for the Notice as the Applicant's failure to pay rent for March and April, as well as a failure to pay utilities, due 15 March [the 'Utilities'].

The landlords also told me that, since issuing this Notice, the tenants have not paid rent for May.

I asked the landlords whether they sent a written demand to pay the Utilities. They told me that, other than the Notice itself (and perhaps a text message), they did not issue a written demand.

### Analysis

Though this is an application by the tenants to cancel the Notice, and the tenants have not prosecuted their application, section 55 (1) of the *Residential Tenancy Act* [the 'Act'] still requires me to grant an order of possession if the Notice is effective.

And section 52 of the Act tells us that for a notice to end tenancy to be effective:

1. a landlord must sign it and date it;
2. it must give the address of the rental unit, and state the effective date of the notice;
3. it must also state the grounds for ending the tenancy; and
4. it must be in an RTB form.

Based on the uncontroverted evidence at this hearing, I find the Notice is an effective one, and should be upheld. As the landlords sent the Notice *via* mail on 2 April, I deem that the tenants received the Notice on 7 April (*per* section 90 (a) of the Act). This means that the tenancy ended on 17 April (*per* section 46 (1) of the Act).

And, accordingly, I am required to grant an order of possession.

Furthermore, section 55 (1.1) requires that, in these circumstances, I must also order that the tenants pay the landlords unpaid rent for March, April and May.

As for the Utilities, section 46 (6) of the Act requires a landlord to first issue a written demand for payment of utilities and, if 30 days after that demand, the utilities are still unpaid, then the landlord can treat the unpaid utilities as unpaid rent.

That did not occur in this case, and so I do not order that the tenants pay the Utilities. This does not mean that those Utilities are not owing: it simply means that I cannot order the payment of utilities as part of this application. The landlords are free to bring their own application for payment of these Utilities.

### 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.

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 \$6,090.00 for unpaid rent *per* section 55 (1.1) of the Act.

I authorise the landlords to retain any 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.

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

Dated: 30 May 2023

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Residential Tenancy Branch