



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR

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 \$3,300.00 of unpaid rent.

The landlords appeared at the hearing on 5 June 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 1100 hours and ended about 30 minutes later. I confirmed:

1. that the landlords affirmed that they sent a copy of this Notice of Hearing to the address of the rental unit *via* registered mail on 21 April;
2. that the tenants accepted delivery of the Notice of Hearing on 25 April;
3. that the RTB had provided the correct call-in numbers and participant codes in the Notice of Hearing; and
4. 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. The landlords' evidence satisfied me that they had correctly notified the tenants of this hearing and how to participate.

Issues to be Decided

Did the Notice end the tenancy?

Do the tenants owe the landlords unpaid rent?

Background and Evidence

The landlords affirmed that rent is \$1,300.00, due on the 15th day of each month.

But the tenants paid no rent for January and February. Then, in March, they paid only \$600.00.

As a result, the landlords issued the Notice. They attached it to the door of the rental unit on 6 April, and on 8 April the tenants sent the landlords a text message, confirming that they had received the Notice.

In drafting the Notice, the landlords affirmed that they:

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 tenants' failure to pay rent.

The landlords also affirmed the following about this tenancy:

- between 15 January and 15 May, the tenants only paid a total of \$1,600.00 toward rent (\$600.00 in March; and \$1,000.00 in April);
- since 15 May, the tenants have paid no rent at all; and

- the tenants finally vacated the rental unit on 31 May.

The landlords told me that the total amount of unpaid rent from 15 January to 15 May is \$4,900.00.

Analysis

The landlords' evidence is that the tenancy ended on 31 May, when the tenants finally complied with the Notice. In light of this evidence, the landlords do not require from me an order of possession.

But what of the unpaid rent?

Section 26 (1) of the Act places a positive obligation upon the tenants to pay rent, and the uncontroverted evidence is that the tenants have not fulfilled that obligation.

I accept that the tenants owe the following amounts of rent:

1. \$1,300.00 for January;
2. \$1,300.00 for February;
3. \$700.00 for March; and
4. \$300.00 for April.

What of May? The tenants vacated the unit on 31 May. This means that they owed rent for only 17 out of 31 days for the period 15 May to 14 June. On a *pro rata* basis, this works out to be \$41.94 *per* day. And so the tenants owe \$712.90 for that period.

This totals a debt of \$4,312.90.

Conclusion

I order that the tenants pay to the landlords \$4,312.90 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: 16 June 2023

Residential Tenancy Branch