



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the Residential Tenancy Act (the “Act”), to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”), issued on April 22, 2023.

Only the landlord appeared. The tenants did not appear. The hearing proceeded in the absents of the tenants.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to relevant facts and issues in this decision.

Issue to be Decided

Should the Notice be cancelled?

Background and Evidence

The tenancy began on February 15, 2023. Rent in the amount of \$2,400.00 was payable on the first of each month. A security deposit of \$1,200.00 and a pet damage deposit of \$1,200.00 were paid by the tenants.

The tenants submit in their application that they received the Notice on April 22, 2023. The tenant submit that they paid the bill. Filed in evidence are 2 transfers details dated March 26, 2023, and March 29, 2023.

The landlord testified that the tenants did not pay rent for April 2023, and the transfers look suspicious as there is no bank logo, confirmation number and the font does not appear correct. The landlord stated the tenants have not paid rent for April, May and June 2023 and owed \$7,200.00. Filed in evidence is a copy of the landlord's bank account history, and no payments are showing for the dates alleged by the tenants.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Upon review of the Notice, I find the Notice is completed in accordance with the requirements of section 52 of the Act.

Section 26 of the Act requires tenants to pay rent on time, even if the landlord breached the Act, unless they have a legal right to withhold rent. Section 46 says when rent is unpaid the landlord can end the tenancy by giving a 10-day notice on any day after rent is due. The tenant can only cancel the notice if they prove rent was paid or if they had the authority under the Act. Such as an order from an Arbitrator.

In this case, I find it more likely than not that the tenants have made up the transfer details they submitted into evidence. I put no weight on the documents as they are not supported by a verified bank statement and could have been falsified.

I find the tenants have failed to prove rent was paid. I find the tenants breached the Act when they failed to pay rent for April 2023 and when they failed to pay rent for May and June 2023. I find the Notice is valid. Therefore, I dismiss the tenants' application without leave to reapply.

As the tenants' application is dismissed, I find the landlord is entitled to an order of possession and a monetary order for repayment of unpaid rent, pursuant to section 55 of the Act.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenants. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

I find the tenant owes the landlord **\$7,200.00** comprised of unpaid rent. I order that the landlord retain the security deposit of \$1,200.00 and pet damage deposit of \$1,200.00 in partial satisfaction of the claim and I grant the landlord an order pursuant to section 67 of the Act, for the balance due of **\$4,800.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

I further find it appropriate to caution the tenants. That if a pattern of unpaid rent is established that they could be the subject of an investigation by the Compliance and Enforcement Unit. This could lead to fines as well as other penalties under the Act.

I further find it appropriate to authorize the landlord to serve the tenants' by email any future application. As these were provided by the tenants in their application. I have noted the email address for each of the tenants on the covering page of this Decision. The landlord is to provide a copy of this Decision for any future hearing to show I have granted them permission to serve any future application by email on the tenants.

Conclusion

The tenants' application is dismissed. The landlord is granted an order of possession and a monetary order as noted above.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 05, 2023

Residential Tenancy Branch