



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL, FFL

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 landlords.
2. Payment of \$1,800.00 of unpaid rent.
3. Reimbursement for the \$100.00 filing fee for this application.

The landlords appeared at the hearing on 13 June 2023 by way of an agent. The tenants also appeared, along with an advocate.

Issues to be Decided

Is the tenancy at an end?

Do the tenants owe the landlords \$1,800.00 for unpaid rent?

Should the tenants reimburse the landlords for the cost of filing this application?

Background and Evidence

Rent is \$900.00 each month, due on the first of each month.

The landlords told me the following about the tenants' rent payments:

1. originally, the tenants paid no rent for February or March;

2. on 22 March the tenants tried to pay rent for February and March, but these payments did not clear;
3. as a result, the landlords issued a Notice to End Tenancy;
4. on 3 April the landlords received bank drafts from the tenants for February, March and April; and
5. the tenants did not pay rent for June.

For their part, the tenants told me the following:

1. they did not pay rent for June pursuant to an order of the Director of the RTB, issued 26 April [the 'Order'], enabling the tenants to withhold \$694.00 from their rent payment for June;
2. they reduced their June-rent payment by a further \$297.00 pursuant to the same Order as the result of the landlords failing to complete repairs until the end of May.

The landlords told me that they had made these repairs in April, but offered nothing to corroborate this.

Analysis

I have considered all the statements made by the parties and the documents to which they referred me during this hearing. And I have considered all the arguments made by the parties.

The landlords conceded that rent for February, March and April has been paid. Their basis to end the tenancy is the failure to pay rent for June.

I accept that the tenants were empowered to withhold \$694.00 from their June-rent payment pursuant to the Order. I also find that the landlords probably did not make the repairs that they were required to pursuant to the Order, such that the tenants could withhold a further \$297.00 from their rent payment.

This is the landlords' application, and they are bound to prove their case on a balance of probabilities. Without corroborating evidence to indicate that they complied with the Order in April, I find that they probably did not, and so the tenants were entitled to withhold a further \$297.00 in rent for June.

Conclusion

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

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

Dated: 20 July 2023

Residential Tenancy Branch