



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

The tenants applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The tenants ask me for to cancel a 10-day Notice to End Tenancy for Unpaid Rent, issued on or about 2 May 2023.

The landlords appeared at the hearing on 23 June, along with an interpreter. The tenants also appeared, along with an advocate.

Issue to be Decided

Should I cancel the Notice?

Background and Evidence

The parties agree that rent is \$900.00 per month, and that the tenants paid a security deposit of \$480.00.

The tenants stopped paying rent in the New Year. And so the landlords drafted the Notice and personally served it upon the tenants on 2 May. In drafting the Notice, the landlords:

1. used the form approved by the RTB;
2. signed and dated the Notice;
3. recorded the address of the rental unit (save for the word 'basement');
4. recorded the effective date of the Notice as 12 May 2023; and

5. stated the basis for the Notice as the tenants' failure to pay rent in the amount of \$1,800 due on 7 May.

The landlords allege that the tenants paid no rent for February, April, May and June. The tenants do not deny this, saying only that they had no work, and so they could not pay. They agree that the amount owing is \$3,600.00.

Analysis

Section 26 (1) of the *Residential Tenancy Act* [the 'Act'] places a positive obligation upon the tenants to pay rent, with which the tenants have not complied.

The tenants conceded in their statements to me that they failed in this obligation, and they have continued to fail in this obligation. As a result, I find that the tenancy is at an end, effective 12 May 2023.

Section 55 (1.1) of the Act requires that I also order that the tenants pay the landlords unpaid rent for February, April, May and June, totalling \$3,600.00.

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 \$3,600.00 for unpaid rent *per* section 55 (1.1) of the Act.

I authorise the landlords to retain the tenants' security deposit of \$480.00 in partial satisfaction of this sum *per* section 72 (2) (b) of the Act. The total, then, of my order will be \$3,120.00.

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: 21 July 2023

Residential Tenancy Branch