



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, PSF, LRE, LAT, RPP, OLC, OPR-DR, OPC, MNR-DR, FFT

### Introduction

The tenants applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The tenants ask me for the following orders against the landlords.

1. Cancellation of a 10-day Notice to End Tenancy for Unpaid Rent, issued on or about 24 May 2023 [the '10-day Notice'].
2. Reimbursement for the \$100.00 filing fee for this application.
3. The following claims related to the tenancy itself [the 'Tenancy Claims']:
  - a. Provision of agreed-upon services and facilities.
  - b. Suspension of landlords' right to enter rental unit.
  - c. Authorization to change the locks of the rental unit.
  - d. Compliance with the *Residential Tenancy Act* [the 'Act'] or tenancy agreement.
  - e. Return of tenants' personal property.

The landlords also applied to the RTB for Dispute Resolution. The landlords ask me for the following orders against the tenants. Exclusive possession of the rental unit in favour of the landlords.

1. Exclusive possession of the rental unit in favour of the landlords, by virtue of the 10-day Notice.
2. Exclusive possession of the rental unit in favour of the landlords, by virtue of a One-month Notice to End Tenancy issued on or about 19 June 2023 [the 'One-month Notice'].
3. Compensation for unpaid rent in the amount of \$3,600.00.
4. Reimbursement for the \$100.00 filing fee for this application.

Both the tenants and the landlords appeared at the hearing on 27 July 2023.

### Issues to be Decided

Rule 2.3 of the RTBs Rules of Procedure stipulates that, 'Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.'

I asked the tenants how the Tenancy Claims were related to the 10-day Notice, and the tenants did not know. For their part, the landlords asserted that the Tenancy Claims were unrelated to the 10-day Notice.

I determined that the nature of the Tenancy Claims is unrelated to the dispute over the Notice. Because of this, I have severed these claims, and dismissed the tenants' application for the Tenancy Claims, with leave to re-apply.

In doing so, I do not make any finding on the merit of the Tenancy Claims: only that these claims are unrelated to the issue of unpaid rent as raised by the 10-day Notice. The tenants are free to re-apply for their Tenancy Claims.

This leaves me with the following issues to determine:

1. Do the tenants owe the landlords rent?
2. If they do, then is the tenancy at an end, pursuant to the 10-day Notice?
3. Should I uphold the One-month Notice?
4. Should the parties reimburse each other for the cost of filing their applications?

### Background and Evidence

The parties agreed that rent is \$1,200.00 *per* month. The parties also agree that the tenants did not pay rent for May, June and July.

The tenants told me that they didn't want to pay rent for these months because the landlords have not been providing services that they agreed to provide in the tenancy agreement, and because they accused the tenants of thieving and lying. But the tenants could not direct me to a portion of the Act that empowered them to withhold rent in these circumstances.

Because the tenants did not pay rent for May, the landlords drafted the 10-day Notice. 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;
4. recorded the effective date of the Notice; and
5. stated the basis for the Notice as the tenants' failure to pay rent.

The tenants concede in their application that they received the 10-day Notice on 24 May.

The landlords also told me about drafting and serving the One-month Notice.

### 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.

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

The tenants conceded in their evidence that they failed in this obligation, and they have continued to fail in this obligation. They could not cite any law or regulation that permits them to fail in this obligation. As a result, I find that the tenancy is at an end, pursuant to the 10-day Notice.

Because of this finding, I do not need to consider the efficacy of the One-month Notice. I dismiss the landlords' application to uphold that notice, with leave to re-apply.

The parties are agreed that the amount of rent owing is for three months, *i.e.* \$3,600.00. And as the landlords were successful in their application, I order that the tenants reimburse them for the cost of filing it.

### 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.

I authorise the landlords to retain the tenants' security deposit of \$600.00 in partial satisfaction of this sum *per* section 72 (2) (b) of the Act. This leaves \$3,000.00 owing, plus \$100.00 for the filing fee.

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: 15 August 2023

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Residential Tenancy Branch