



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      LANDLORD: OPR, MNR, FF  
TENANT: CNR

### Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlords and the Tenants.

The Landlords filed seeking an Order of Possession, a monetary order for unpaid rent and to recover the filing fee for this proceeding.

The Tenants filed to obtain an order to cancel the Notice to End Tenancy.

Service of the hearing documents by the Landlords to the Tenants were done by registered mail on June 30, 2015 in accordance with section 89 of the Act. The Tenant confirmed receiving the Landlords' application and hearing package.

Service of the hearing documents by the Tenants to the Landlords were done by registered mail on June 5, 2015 in accordance with section 89 of the Act. The Landlords confirmed receiving the Tenants' application and hearing package.

### Issues to be Decided

Landlord:

1. Are the Landlords entitled to an Order of Possession?
2. Is there unpaid rent and if so how much?
3. Are the Landlords entitled to compensation for unpaid rent and if so how much?

Tenant:

1. Are the Tenants entitled to an Order to cancel the Notice to End Tenancy?

### Background and Evidence

This tenancy started on September 15, 2014 as a month to month tenancy. Rent is \$1,575.00 per month payable on the first day of the month. The Tenants have not paid a security deposit although the tenancy agreement calls for a security deposit of \$787.50 to be paid.

The Landlord said that the Tenants did not pay \$3,775.00 in unpaid rent and as a result, on May 24, 2015 she personally delivered a 10 day Notice to End Tenancy for Unpaid Rent or Utilities dated May 24, 2015 to the Tenants. The Landlord said if the Tenants pays the unpaid rent she would be willing to continue the tenancy, but the rent has to be paid. The Landlord asked for an Order of Possession for as soon as possible.

The Tenant said he agreed that there is \$3,775.00 in unpaid rent. The Tenant said she would like to continue the tenancy but she had some issues with her employer and her pay which has been corrected so she hope to pay the Landlord the unpaid rent over the next few months.

The Landlord said if the Tenants can pay all the unpaid rent by the end of September, 2015 they would be willing to continue with the tenancy. If not the Landlord said they would serve the Order of Possession if they are successful with their application.

The Tenant said she understood and would see what she can do.

### Analysis

Section 26 (1) of the act says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent

I find that the Tenants have not paid the overdue rent and the Tenants do not have the right to withhold a part or all of the unpaid rent. I accept the Landlords' testimony and evidence that the Tenants owes \$3,775.00 in unpaid rent.

Further, I find pursuant to s. 55 (2) (b) of the Act that the Landlords are entitled to an Order of Possession to take effect at 2 days after service of the Order on the Tenants.

As the Landlords have been successful in this matter, they are also entitled to recover from the Tenants the \$50.00 filing fee for this proceeding. The Landlords will receive a monetary order for the balance owing as following:

Rent arrears:	\$3,775.00	
Recover filing fee	\$ 50.00	
Subtotal:		\$3,825.00
Balance Owing		\$3,825.00

### Conclusion

An Order of Possession effective 2 days after service on the Tenants and a Monetary Order in the amount of \$3,825.00 have been issued to the Landlords. A copy of the Orders must be served on the Tenants: the Order of Possession may be enforced in the Supreme Court of British Columbia and the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

The Tenants' application is dismissed without leave to reapply.

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: July 15, 2015

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Residential Tenancy Branch

