



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing was convened pursuant to applications by the tenants and the landlord. The tenants applied to cancel a notice to end tenancy for unpaid rent, as well as for monetary compensation. The landlord applied for an order of possession and monetary compensation for unpaid rent. The tenants and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

I informed the parties that the issue of the notice to end tenancy took precedence, and only heard evidence on that issue. I will address the remainder of the monetary claims in the conclusion of my decision.

Issue(s) to be Decided

Is the notice to end tenancy dated June 30, 2016 valid?

Background and Evidence

The tenancy began approximately five years ago. The monthly rent is \$1,000.00. On June 30, 2016 the landlord served the tenants with a notice to end tenancy for failure to pay outstanding rent of \$5,300.00. The landlord stated that in 2016 the tenants only made one payment of \$700.00, on March 5, 2016. In support of his claim, the landlord submitted a receipt for \$700.00 in rent paid March 5, 2016.

The tenants stated that the landlord would not sign the female tenant's shelter agreement. They stated that the landlord lied to welfare and said that the tenants had

already moved out, so they could not receive their shelter portion to pay the rent. The tenants stated that usually the landlord would come to the rental unit to collect the rent, but he did not come by to collect it. The tenants stated that they attempted to pay the rent twice but the landlord did not accept it; once at the end of March 2016 and once two weeks later, but the landlord said that he did not have his receipt book at the time. The tenants stated that they attempted to pay their rent to the owner of the property, who lives in the unit below them, but he said he was not dealing with it and the tenants would have to pay the landlord (the owner's agent).

The landlord responded that he did refuse to accept a partial payment of the rent. The landlord stated that his assistant told welfare that the tenants were not paying rent, not that they had moved out. The landlord stated that the female tenant asked him to sign something, but not until after the notice was issued. The landlord stated that there are no rent receipts because the tenants did not pay the rent. The landlord stated that he has been at the property all the time.

Analysis

I have reviewed all evidence and I accept that the tenants owed rent, they were served with the notice to end tenancy, and they failed to pay the rent owed within the five days granted under section 46(4) of the Act. I accept the landlord's evidence, including a receipt for \$700.00 in rent paid March 5, 2016, as credible in establishing that the tenants did not pay the full rent owed. The tenants did not provide a specific date for the time the landlord refused to sign the shelter agreement or evidence that they attempted to pay the landlord the full amount of outstanding rent. It was not the landlord's responsibility to collect the rent, but rather the tenants' responsibility to pay the rent. I find that the tenancy ended on the effective date of the notice. I therefore confirm the notice to end tenancy, dismiss the tenants' application and grant the landlord an order of possession.

I make no finding at this time regarding the amount of outstanding rent owed by the tenants.

As the landlord's application for an order of possession was successful, he is entitled to recovery of the \$100.00 filing fee for the cost of his application.

Conclusion

The tenants' application to cancel the notice to end tenancy dated June 30, 2016 is dismissed.

The monetary claims of the tenants and the landlord are dismissed with leave to reapply.

I grant the landlord an order of possession effective two days from service. The tenants must be served with the order of possession. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is entitled to recovery of the filing fee, and I therefore grant the landlord an order under section 67 for the amount due of \$100.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: August 24, 2016

Residential Tenancy Branch