



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord: OPR, MNR, MNSD, FF
Tenants: CNR, OPT, AAT

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The tenants sought to cancel a notice to end tenancy, an order of possession, and an order to allow access to guests. The landlord sought an order of possession and monetary order..

The hearing was conducted via teleconference and was attended landlord.

From the audit notes on this file, I note that when the tenants were served with the landlord's original Application for Dispute Resolution by Direct Request documents. I also note that the tenant CP was informed that the landlord's Application would not be processed as a Direct Request but rather would be crossed with their Application to be heard at the same time as the tenant's Application.

As this hearing was originally scheduled on the basis of the tenants' Application for Dispute Resolution seeking, in part to cancel a Notice to End Tenancy for Unpaid Rent, I am satisfied, pursuant to 71(2) of the *Residential Tenancy Act (Act)*, that the tenants were sufficiently aware of this hearing and the issues related to both Applications submitted.

I note that Section 55 of the *Act* requires that when a tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a landlord I must consider if the landlord is entitled to an order of possession if the Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to cancel a 10 Day Notice to End Tenancy for Unpaid Rent; to an order of possession; and an order to allow access to the rental unit for the tenants and/or their guests, pursuant to Sections 30, 46, and 54 of the *Act*.

Should the tenant be unsuccessful in seeking to cancel the 10 Day Notice to End Tenancy for Unpaid Rent it must also be decided if the landlord is entitled to an order of possession pursuant to Section 55(1) of the *Act*. It must also be determined if the

landlord is entitled to a monetary order for unpaid rent; to retain the security deposit and recover the filing fee from the tenants for their Application.

Background and Evidence

The tenancy began on October 1, 2015 as a month to month tenancy for the current monthly rent of \$800.00 due on the 1st of each month with a security deposit of \$325.00 paid.

The tenants submitted into evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued by the landlord on January 4, 2017 with an effective vacancy date of January 14, 2017 due to unpaid rent in the amount of \$1,800.00.

The landlord testified that the tenants had not paid rent for the months of November and December 2016 and for the months of January and February 2017. The landlord confirmed she had obtained a monetary order for the unpaid rent for November and December. The landlord seeks a monetary order for the unpaid rent for January and February.

Analysis

In the absence of the tenants, I dismiss their Application for Dispute Resolution in its entirety without leave to reapply.

Section 52 of the *Act* requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord; give the address of the rental unit; state the effective date of the notice, state the grounds for ending the tenancy; and be in the approved form.

I find the 10 Day Notice to End Tenancy for Unpaid Rent issued by the landlord on January 4, 2017 complies with the requirements set out in Section 52.

Section 55(1) of the *Act* states that if a tenant applies to dispute a landlord's notice to end tenancy and their Application for Dispute Resolution is dismissed or the landlord's notice is upheld the landlord must be granted an order of possession if the notice complies with all the requirements of Section 52 of the *Act*.

In addition, I find, based on the landlord's undisputed testimony that the tenants have failed to pay rent for the months of January and February 2017, in the amount of \$1,600.00.

Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenants**. This order must be served on the tenants. If the tenants fail to comply

with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,700.00** comprised of \$1,600.00 rent owed and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$325.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,375.00**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: February 03, 2017

Residential Tenancy Branch