



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RR, RP, LRE, OPR, MNRL-S, FFL

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 11 April 2023 [the 'Notice'].
2. Reduction of rent for repairs agreed upon but not provided by the landlords.
3. Repairs to the rental unit.
4. Suspension of landlords' right to enter the unit.

The landlords have also applied for Dispute Resolution. They ask me for the following orders against the tenants.

1. Exclusive possession of the rental unit in favour of the landlords.
2. Payment of \$3,000.00 of unpaid rent.
3. Reimbursement for the \$100.00 filing fee for this application.

The landlords appeared at the hearing on 8 June 2023. The tenants did not.

Preliminary Matter - Non-appearance at the Hearing

The tenants did not attend this hearing, although I left the teleconference hearing connection open throughout the hearing which commenced at 1100 hours and ended at about 30 minutes later. I confirmed:

1. that the RTB had provided to the tenants the correct call-in numbers and participant codes in the Notice of Hearing;
2. that the RTB had reminded the tenants of this hearing *via* e-mail on 5 June; and
3. by reviewing the teleconference system, that the landlords and I were the only ones who had called into this teleconference.

Rule 7.3 of the RTB Rules of Procedure reads:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

The tenants failed to attend this hearing, but I conducted it in their absence. I was satisfied that the tenants had notice of this hearing and how to participate.

Issues to be Decided

As the tenants failed to participate in this hearing, I dismiss their application without leave to re-apply.

This leaves me with the following issues:

Should I uphold the Notice?

Are the landlords entitled to unpaid rent?

Should the tenants reimburse the landlords for the cost of filing their application?

Background and Evidence

The landlords told me the following about this tenancy:

1. rent is \$2,300.00 per month, due on the 15th day of each month;
2. the tenants deposited with the landlords \$1,150.00 as security;
3. the tenants also deposited \$300.00 with the landlords for a pet;
4. the tenants only paid \$2,000.00 rent for January;
5. then from February to May they only paid \$700.00 each month for rent; and
6. the total amount of outstanding rent is now \$6,700.00.

Because of the tenants' failure to pay full rent from January to April, the landlords drafted the Notice. In drafting this 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 as 22 April 2023; and
5. stated the basis for the Notice as the Applicant's failure to pay rent.

The landlords told me that they personally served this Notice on the tenants on 11 April by handing a copy of it to the tenants. Also, in filing their application, I note that the tenants acknowledged service of the Notice on 11 April.

Analysis

Section 52 of the *Residential Tenancy Act* [the 'Act'] tells us that for a notice to end tenancy to be effective:

1. a landlord must sign it and date it;
2. it must give the address of the rental unit, and state the effective date of the notice;
3. it must also state the grounds for ending the tenancy; and
4. it must be in an RTB form.

Based on the landlords' statement to me at this hearing, and having reviewed a copy of the Notice submitted to me as part of this hearing, I find the Notice is an effective one, and should be upheld.

Section 26 (1) of the Act places a positive obligation upon the tenants to pay rent. And based on the landlords' statements, I am satisfied that the tenants have not fulfilled that obligation. I have no evidence that the tenants paid anything more than what the landlords told me they did.

As a result of all the above, I find that the tenancy is at an end, effective 22 April 2023, and that the tenants owe the landlords \$6,700.00 for unpaid rent.

And as the landlords have succeeded in their application, I find the tenants liable for reimbursing them for the cost of filing that application.

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.

Also, I order that the tenants pay to the landlords \$6,700.00 for unpaid rent, plus \$100.00 for the cost of filing their application. And I authorise the landlords to retain the tenants' deposits of \$1,450.00 in partial satisfaction of this sum *per* section 72 (2) (b) of the Act.

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: 9 June 2023

Residential Tenancy Branch