



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNRL, MNDCL, OPR-DR, MNR-DR, FFL

### Introduction

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

1. Exclusive possession of the rental unit in favour of the landlords.
2. Payment of \$850.00 of unpaid rent.
3. Payment of \$800.00 of fines levied against the landlords [the 'Fines'].
4. Reimbursement for the \$100.00 filing fee for this application.

The landlords appeared at the hearing on 28 July 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 0930 hours and ended at about 1009 hours. I confirmed:

1. that the landlords sent a copy of this Notice of Hearing to the address of the rental unit *via* registered mail on 30 June 2023;
2. that the RTB had provided the correct call-in numbers and participant codes in the Notice of Hearing; 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. The landlords' statements satisfied me that they had correctly notified the tenants of this hearing and how to participate.

### Issues to be Decided

Should this tenancy end?

Do the tenants owe the landlords \$850.00 rent?

Are the tenants liable to the landlords for \$800.00 of fines?

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

### Background and Evidence

The tenants agreed to pay the landlords \$2,450.00 each month for rent. And, on moving in, they paid the landlords \$1,100.00 as a security deposit.

The landlords told me the following about the tenants' recent rent payments:

1. in May, the tenants were \$100.00 short;
2. in June, they were \$320.00 short; and
3. in July, they were \$450.00 short.

The total rent owing, therefore, is \$870.00. But the landlords are only seeking payment of \$850.00 of that amount.

Because of these shortfalls in rent payments, the landlords issued a 10-day Notice to End Tenancy for Unpaid Rent [the 'Notice']. In drafting the Notice on or about 8 June, 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 30 June 2023; and
5. stated the basis for the Notice as the tenants' failure to pay rent.

Also, the landlords told me that the rental unit is part of a strata, and that the strata have repeatedly fined the landlords for the conduct of the tenants. Of those fines, the landlords are seeking repayment of two, in the amounts of \$600.00 and \$200.00. They told me the following about these Fines:

1. they were issued as a result of bylaw violation letters sent to the landlords, and copied to the tenants;
2. there is a process by which such violations can be contested;
3. the landlords did not contest these two violations; and
4. the tenants did not agree with the landlords to pay these Fines.

### Analysis

Section 26 (1) of the *Residential Tenancy Act* [the 'Act'] places a positive obligation upon the tenants to pay rent, with which the tenants have not complied. I accept the landlords' sworn and uncontested testimony that the tenants failed in this obligation, and they have continued to fail in this obligation. As a result, I find that the tenancy is at an end.

I accept that the tenants owe the landlords' \$870.00 in rent, but that the landlords are only seeking \$850.00 of that amount.

As for the Fines, the landlords could not direct me to a part of their agreement with the tenants, or of the Act, that makes the tenants liable for fines levied against the landlords (even for the conduct of the tenants). Furthermore, the landlords conceded that they had an opportunity to contest the violation notices that were the bases for these Fines, but they declined to do so. I find that this was a missed opportunity to minimize the damages to the landlords occasioned by these Fines.

Accordingly, I dismiss the landlords claim that the tenants must reimburse them for these Fines.

### Conclusion

I make an Order of Possession in favour of the landlords. This order is effective 31 July 2023: as of that date, the tenants are no longer tenants of the landlords (and, presumably, at that point there is no basis for the strata to fine the landlords for the conduct of their former tenants). The landlords must serve this order on the tenants as soon as possible, and are free to send a copy of this order to their strata.

If the tenants or any occupant of the rental unit fail 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 \$850.00 for unpaid rent *per* section 55 (1.1) of the Act. And I order that the tenants reimburse the landlords for the cost of filing their applications.

I authorise the landlords to retain \$950.00 of the tenants' security deposit of \$1,100.00 in satisfaction of this sum *per* section 72 (2) (b) of the Act.

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act.

Dated: 28 July 2023

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Residential Tenancy Branch