Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

FINAL DECISION

Dispute Codes OPR-DR, MNR-DR, FFL; CNR, MNRT, MNDCT, DRI, RR, RP, LRE, LAT, RPP, AS, OLC, FFT

Introduction

Both hearings dealt with the landlords' application for dispute resolution, filed on June 26, 2023, under the *Residential Tenancy Act* ("*Act*") for:

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent of $7,609.45, pursuant to section 67; and
- authorization to recover the $100.00 filing fee paid for their application, pursuant to section 72.

Both hearings also dealt with the tenant's application for dispute resolution, filed on June 9, 2023, under the *Act* for:

- cancellation of the landlords' Ten Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), pursuant to section 46;
- a monetary order of $500.00 for the cost of emergency repairs to the rental unit, pursuant to section 33;
- a monetary order of $33,000.00 for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order regarding a disputed additional rent increase of $500.00, pursuant to section 43;
- an order to allow the tenant to reduce rent of $1,000.00 for repairs, services, or facilities agreed upon but not provided, pursuant to section 65;
- an order requiring the landlords to make repairs to the rental unit, pursuant to section 32;
- an order to suspend or set conditions on the landlords' right to enter the rental unit, pursuant to section 70;
- authorization to change the locks to the rental unit, pursuant to section 70;

- an order requiring the landlords to return the tenant's personal property, pursuant to section 65;
- an order allowing the tenant to assign or sublet because the landlords' permission has been unreasonably withheld, pursuant to section 65;
- an order requiring the landlords to comply with the *Act*, *Regulation*, or tenancy agreement, pursuant to section 62; and
- authorization to recover the $100.00 filing fee paid for his application, under section 72.

The landlord's four agents, landlord AL ("landlord"), "landlord AT," "landlord JG," and "landlord MG," and the tenant attended both hearings and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The first hearing on September 12, 2023, lasted approximately 25 minutes from 9:30 a.m. to 9:55 a.m.

The second hearing on October 24, 2023, lasted approximately 69 minutes from 9:30 a.m. to 10:39 a.m. Landlord JG and landlord MG both called in late at 9:36 a.m. I did not discuss any evidence in their absence.

At both hearings, all hearing participants confirmed their names and spelling. At both hearings, the landlord and the tenant both provided their email addresses for me to send copies of my decisions to both parties.

At both hearings, the landlord confirmed that she is the property administrator, landlord AT confirmed that he is the property manager, landlord JG confirmed that she is the resident manager, and landlord MG confirmed that she is the assistant resident manager. At both hearings, all landlord agents confirmed that they were employed by the two landlord companies named in this application (collectively "landlords"), and they had permission to represent them.

At the first hearing, the landlord identified herself as the main speaker for the landlords. At the second hearing, landlord AT identified himself as the main speaker for the landlords and he provided the rental unit address.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure ("Rules")* does not permit recordings of any RTB hearings by any participants. At the outset of both hearings, all hearing participants separately affirmed that they would not record both hearings.

At the first hearing, the tenant confirmed receipt of the landlords' application for dispute resolution hearing package and the landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 88 and 89 of the *Act*, I find that the tenant was duly served with the landlords' application and the landlords were duly served with the tenant's' application.

At the second hearing, landlord AT stated that the tenant was personally served with the landlords' 10 Day Notice on June 8, 2023, by way of posting to his rental unit door. In accordance with section 88 of the *Act*, I find that the tenant was deemed served with the 10 Day Notice on June 11, 2023, three days after its posting. The tenant refused to respond to the above questions regarding service.

In his online RTB application, the tenant confirmed receipt of the 10 Day Notice on June 8, 2023, by way of posting to his rental unit door. The tenant filed his application to dispute the notice on June 9, 2023. The tenant provided a copy of the notice with his application.

Preliminary Issue – Tenant's First Adjournment Request

At the first hearing and as noted in my interim decision, I stated the following.

At the outset of the first hearing, the tenant requested an adjournment. He stated that he was "fully disabled," and he could not proceed with the hearing, as per his doctor. He said that he wanted to find an advocate, but the advocate was unable to represent him. The landlords opposed the tenant's adjournment request. They stated that they wanted an order of possession and a monetary order for unpaid rent against the tenant.

At the first hearing, I informed both parties that I was granting the tenant's adjournment request and adjourning both parties' applications. This decision was made after taking into consideration the criteria established in Rule 7.9 of the RTB *Rules*. I notified both parties that an adjournment would provide a fair opportunity for the tenant to be heard. I informed them that I accepted the tenants' affirmed testimony that he had medical issues, and he wanted to speak to an advocate to represent him, even though he did not provide documentary evidence of any of the above information, prior to the first hearing.

I informed both parties that I could not guarantee any hearing dates or time periods, nor that any representatives would be available for the second hearing. I informed them

that since this application involves an urgent order of possession claim, an expedited hearing date would be requested, if possible. I informed them that since both parties filed their applications in June 2023, and the first hearing occurred in September 2023, they already had months to prepare, prior to this hearing. Both parties affirmed their understanding of same.

I directed the tenant to serve his medical and advocate evidence ONLY to the landlords, as per section 88 of the *Act*, and upload it to the RTB online dispute access site, by no later than September 19, 2023. At the second hearing, the tenant said that he provided one medical letter and one advocate letter as evidence. Landlord AT confirmed receipt of same at the second hearing.

I notified both parties that if either party or their representatives were unavailable to attend the second hearing, the hearing could still proceed. I informed them that further adjournment requests may not be granted. I directed both parties not to submit any further evidence, after the first hearing date of September 12, 2023, and prior to the second hearing, except for the tenant's specific medical and advocate evidence, as directed above. Both parties affirmed their understanding of same.

I informed both parties that no witnesses were permitted to testify at the reconvened hearing, as both parties confirmed that they did not want to call any witnesses at the first hearing on September 12, 2023. I notified them that neither party was permitted to file any new applications after this first hearing date of September 12, 2023, to be joined and heard together with both parties' applications, at the second hearing. I informed them that neither party is permitted to file any amendments to their applications, after the first hearing date of September 12, 2023, and prior to the second hearing. Both parties affirmed their understanding of same.

At the second hearing, both parties confirmed receipt of my interim decision and the notice of reconvened hearing.

Preliminary Issue – Tenant's Second Adjournment Request

At the outset of the second hearing, the tenant requested a second adjournment. He claimed that he was an orphan, he did not have a driver's license, he had cognitive issues, and his doctor said he needed an advocate. He said that he could not find an advocate to represent him, he tried to "aggressively pursue" one, he had a relationship breakdown with his advocate, he could not afford a lawyer or advocate, and the landlord should provide him with an advocate free of charge. He stated that he wanted an

adjournment of at least 1 to 2 months, he could not control the schedule of any advocates, he did not know when they were available, and he could not give any specific dates or time periods. He claimed that he wanted the hearing to be adjourned until his advocate was available, if he was able to find one. He confirmed that he only provided one letter from one advocate indicating that they could not represent him at the second hearing. He agreed that he did not provide any other documents from other advocates, who he said were unavailable or could not represent him, even though he had emails from them. He claimed that he thought he could only provide one page of advocate evidence, even though I did not limit his submissions.

The landlords opposed the tenant's second adjournment request. Landlord AT said that the landlords wanted an order of possession and a monetary order for unpaid rent against the tenant. He stated that the tenant continues to live in the rental unit, despite being served with a 10 Day Notice to move out, the tenant caused damages, and the tenant did not pay rent. He claimed that the tenant already had one adjournment granted after the first hearing. He confirmed that the landlords did not agree to provide an advocate to the tenant.

Rule 7 of the RTB *Rules* provides guidance on the criteria that must be considered for granting an adjournment:

> *7.8 Adjournment after the dispute resolution hearing begins*
>
> *At any time after the dispute resolution hearing begins, the arbitrator may adjourn the dispute resolution hearing to another time.*
>
> *A party or a party's agent may request that a hearing be adjourned.*
>
> *The arbitrator will determine whether the circumstances warrant the adjournment of the hearing.*
>
> *7.9 Criteria for granting an adjournment*
>
> *Without restricting the authority of the arbitrator to consider other factors, the arbitrator will consider the following when allowing or disallowing a party's request for an adjournment:*
>
> - *the oral or written submissions of the parties;*
> - *the likelihood of the adjournment resulting in a resolution;*

- *the degree to which the need for the adjournment arises out of the intentional actions or neglect of the party seeking the adjournment;*
- *whether the adjournment is required to provide a fair opportunity for a party to be heard; and*
- *the possible prejudice to each party.*

During the second hearing, I informed both parties that I would not grant the tenant's second adjournment request. This decision was made after taking into consideration the criteria established in Rule 7.9 of the RTB *Rules*, as noted above.

I notified both parties that I find that a second adjournment of this matter would prejudice the landlords, who confirmed again that they were seeking an order of possession against the tenant, due to unpaid rent from June to October 2023. I informed them that the tenant's first adjournment request was granted from September 12, 2023 to October 24, 2023, a period of almost 1.5 months, to allow the tenant additional time to find an advocate to represent him. I notified them that the tenant had over 4.5 months, which is more than sufficient time to find an advocate to assist him, given that he filed his application on June 9, 2023, and this second hearing occurred on October 24, 2023.

I notified both parties that the tenant only provided one letter from one advocate saying that they were not able to represent him at the second hearing, but not any other emails or documents from other advocates, even though the tenant had copies of them. I informed them that I did not restrict the tenant's ability to provide advocate evidence, or the amount of pages or evidence, at the first hearing or in my interim decision.

I notified both parties that the tenant failed to provide a specific date or time period to reconvene for a third hearing, if the adjournment was granted. I informed them that adjournment for indefinite periods of time cannot be granted. The tenant claimed that if an advocate was not available for a future date, he wanted the hearing to be delayed until they were available. The tenant also asked for the landlords to pay for his advocate, but the landlords refused. The landlords asked why the tenant could not have a friend or family member represent him as an advocate which is permitted by the *Rules*, but the tenant did not indicate why he required a paid advocate to assist him.

The tenant disagreed with my decision to deny his second adjournment request, stated that he was going to appeal it, and asked for an extension of time to do so. I informed him that I could not grant an extension of time for any potential appeals and that he could request same in his appeal application, if he filed one. The tenant was upset with my decision and continued to repeat his arguments against same.

The tenant said that he wanted to remain in the hearing, but he did not want to participate or provide any testimony because he needed an advocate and he felt that he was under "duress." I informed him that he was not under duress or being forced to do anything, and he could exit the hearing if he did not want to participate. I notified him that if he did not participate in this hearing, an adverse inference could be made against him, and there were serious consequences if I granted the landlord's application. I informed him that if I granted the landlords' application for an order of possession, it could end the tenant's tenancy as early as 2 days or another period of time as determined by me. I notified him that if I granted the landlords' application for a monetary order for unpaid rent, he could be required to pay the landlords for the full amount of their monetary claims. The tenant was upset when I explained the above consequences to him.

At the end of this hearing, the tenant stated that he wanted the landlords to fix the hole in the kitchen to prevent any further leaks. He said that he asked the landlords "20 times" to do so. He claimed that he was "happy" to be part of the process to "receive repairs." He refused to provide testimony about any other issues during this hearing, except for the above issue. I informed him that I was not deciding any repair requests, as per my reasons below, since this claim was severed and explained in detail to both parties at the beginning of this hearing.

I continued with and completed this hearing, even though the tenant refused to participate or provide testimony. This is as per my authority to do so, pursuant to Rule 7.11 of the RTB *Rules* below:

> *7.11 Refusing a request for adjournment*
>
> *If the arbitrator determines that an adjournment should not be granted, the dispute resolution hearing will proceed as scheduled.*
>
> *When a request for adjournment is refused, reasons for refusing the request will be provided in the written decision.*

Preliminary Issue – Hearing and Settlement Options

At the second hearing, I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I informed them that I could not provide legal advice to them, and they could retain a lawyer for same. I notified them

that they could contact RTB information officers for information only. They had an opportunity to ask questions, which I answered. Neither party made any accommodation requests. The landlord did not make any adjournment requests.

Both parties were given an opportunity to settle this application at the second hearing. At the second hearing, the landlords confirmed that they did not want to settle their application, they wanted to proceed with the second hearing, and they wanted me to make a decision. The tenant refused to respond.

I cautioned the tenant that if I granted the landlord's application for an order of possession, I could uphold the landlord's 10 Day Notice, end this tenancy, issue an order of possession as early as 2 days or another period of time, and issue a monetary order against the tenant. The tenant asked that I provide him with "double, triple, or quadruple" the time period, due to his medical issues, if I granted an order of possession against him.

I cautioned the landlords that if I dismissed their application and cancelled the 10 Day Notice, I may not issue an order of possession or a monetary order to them, and this tenancy could continue. Landlord AT affirmed that the landlords were prepared to accept the above consequences if that was my decision.

Preliminary Issue – Severing Portions of the Tenant's Application

The following RTB *Rules* are applicable and state (my emphasis added):

> *2.3 Related issues*
>
> *Claims made in the application must be related to each other.* ***Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.***
>
> *6.2 What will be considered at a dispute resolution hearing*
>
> *The hearing is limited to matters claimed on the application unless the arbitrator allows a party to amend the application.*
>
> *The arbitrator may refuse to consider unrelated issues in accordance with Rule 2.3 [Related issues].* ***For example, if a party has applied to cancel a Notice to End Tenancy or is seeking an order of possession, the arbitrator may***

decline to hear other claims that have been included in the application and the arbitrator may dismiss such matters with or without leave to reapply.

Rules 2.3 and 6.2 of the RTB *Rules* allow me to sever issues that are not related to both parties' main, urgent, priority applications. The tenant applied for 12 different claims in his application and the landlords applied for 3 different claims in their application. Both parties applied for 15 total claims in both applications. I dealt with 2 of the tenant's claims (cancellation of the 10 Day Notice and recovery of the $100.00 filing fee) and all 3 of the landlords' claims, for a total of 5 claims at this hearing.

Both parties were provided with a priority hearing date, due to the urgent nature of their applications relating to the 10 Day Notice and the order of possession. I notified both parties that these were the central and most important, urgent issues to be dealt with at this hearing.

I notified both parties that if I continued this tenancy, the tenant would have leave to reapply for his remaining claims. I informed them that if I ended this tenancy, the tenant's ongoing tenancy claims would be dismissed without leave to reapply, because they relate to an ongoing tenancy only. I notified them that the tenant's monetary claims were dismissed with leave to reapply, regardless of whether this tenancy continued.

As this tenancy is continuing, the tenant's application for his remaining 10 claims, are severed and dismissed with leave to reapply. The tenant is at liberty to file a new RTB application and pay a new filing fee, if he wants to pursue these claims in the future.

I informed both parties that the above 10 claims are lower priority and unrelated issues, which can be severed at a hearing. This is in accordance with Rules 2.3 and 6.2 of the RTB *Rules* above.

After 69 minutes in the 60-minute maximum hearing time for the second hearing, there was insufficient time to deal with the above remaining 10 claims.

Issues to be Decided

Should the landlords' 10 Day Notice be cancelled? If not, are the landlords entitled to an order of possession for unpaid rent?
Are the landlords entitled to a monetary order for unpaid rent?

Is either party entitled to recover the filing fee paid for their application?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the landlords at the second hearing, not all details of the respective submissions and arguments are reproduced here. The principal aspects of both parties' claims and my findings are set out below.

Landlord AT stated the following facts at the second hearing. This tenancy began on July 17, 2017. A written tenancy agreement was signed by both parties. Monthly rent in the amount of $1,521.89 is payable on the first day of each month. A security deposit of $690.00 was paid by the tenant and the landlords continue to retain this deposit in full.

At the second hearing, the tenant stated that he continues to occupy the rental unit and he has no plans to move out.

Landlord AT testified regarding the following facts at the second hearing. The landlords seek a monetary order of $7,859.45, which includes rent and late fees. The landlords did not apply for late fees in their application, so they will not pursue it at this time. The landlords actually seek $7,734.45 for rent, which does not include late fees. The landlords seek $1,521.89 per month in rent, for 5 months, from June to October 2023. The amount is actually $7,609.45 total for unpaid rent. The amount of rent on the 10 Day Notice of $1,546.89, due on June 1, 2023, includes a $25.00 late fee, in addition to the monthly rent of $1,521.89. The landlords did not tell the tenant about the late fee on the 10 Day Notice for June 2023 rent. The landlords just gave the tenant the rent ledger, which includes rent and late fees. The tenancy agreement says that the tenant owes late fees if he pays rent late. The landlords are seeking an order of possession against the tenant. The landlords are seeking a monetary order of $7,609.45 for unpaid rent. The landlords seek the $100.00 filing fee paid for their application. The landlords are willing to retain the tenant's security deposit against the unpaid rent owed.

The tenant refused to respond or provide testimony at the second hearing, even though he was provided with multiple opportunities to do so.

Analysis

Burden of Proof

The landlords have the burden of proof, on a balance of probabilities, to prove their application and the reasons for issuing the 10 Day Notice to the tenant. The *Act, Regulation*, RTB *Rules*, and Residential Tenancy Policy Guidelines require the landlords to provide evidence of their application, in order to obtain an order of possession and a monetary order against the tenant.

The landlords were provided with a four-page document entitled "Notice of Dispute Resolution Proceeding" ("NODRP") from the RTB, which includes the phone number and access code to call into this hearing. They received the NODRP when they filed their application and when they received a copy of the tenant's application.

The NODRP states the following at the top of page 2, in part (my emphasis added):

> ***The applicant is required to give the Residential Tenancy Branch proof that this notice and copies of all supporting documents were served to the respondent.***
>
> - ***It is important to have evidence to support your position with regards to the claim(s) listed on this application. For more information see the Residential Tenancy Branch website on submitting evidence at www.gov.bc.ca/landlordtenant/submit.***
> - ***Residential Tenancy Branch Rules of Procedure apply to the dispute resolution proceeding. View the Rules of Procedure at www.gov.bc.ca/landlordtenant/rules.***
> - *Parties (or agents) must participate in the hearing at the date and time assigned.*
> - ***The hearing will continue even if one participant or a representative does not attend.***
> - ***A final and binding decision will be sent to each party no later than 30 days after the hearing has concluded.***

The NODRP contains provisions that a legal, binding decision will be made and links to the RTB website and the *Rules* are provided in the same document.

The landlords received a detailed application package from the RTB, including the NODRP, with information about the hearing process, notice to provide evidence to support their application, and links to the RTB website.

It is up to the landlords to be aware of the *Act, Regulation*, RTB *Rules*, and Residential Tenancy Policy Guidelines. It is up to the landlords, as the applicants, to provide

sufficient evidence of their claims and their 10 Day Notice, since they chose to file their application and issue the notice on their own accord.

Rules

The following RTB *Rules* are applicable and state the following, in part:

> *6.6 The standard of proof and onus of proof*
>
> *The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed.*
>
> *The onus to prove their case is on the person making the claim. In most circumstances this is the person making the application. However, in some situations the arbitrator may determine the onus of proof is on the other party. For example, the landlord must prove the reason they wish to end the tenancy when the tenant applies to cancel a Notice to End Tenancy.*
>
> *7.4 Evidence must be presented*
> *Evidence must be presented by the party who submitted it, or by the party's agent…*
> …
> *7.17 Presentation of evidence*
> *Each party will be given an opportunity to present evidence related to the claim. The arbitrator has the authority to determine the relevance, necessity and appropriateness of evidence…*
>
> *7.18 Order of presentation*
>
> *The applicant will present their case and evidence first unless the arbitrator decides otherwise, or when the respondent bears the onus of proof…*

I find that the landlords did not sufficiently present their application, claims, and evidence, as required by Rules 6.6 and 7.4 of the RTB *Rules*, despite having multiple opportunities to do so, during this hearing, as per Rules 7.17 and 7.18 of the RTB *Rules.*

The second hearing lasted 69 minutes of the 60-minute maximum hearing time, so the landlords had ample time and multiple opportunities to present their application and

evidence. During this hearing, I repeatedly asked the landlords if they had any other information to present and provided them with multiple opportunities for same.

Landlords' Application

Section 46 of the *Act* states the following, in part:

> *Landlord's notice: non-payment of rent*
>
> *46 (1) A landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.*
> *(2) A notice under this section must comply with section 52 [form and content of notice to end tenancy].*
> *(3) A notice under this section has no effect if the amount of rent that is unpaid is an amount the tenant is permitted under this Act to deduct from rent.*
> *(4) Within 5 days after receiving a notice under this section, the tenant may*
> *(a) pay the overdue rent, in which case the notice has no effect, or*
> *(b) dispute the notice by making an application for dispute resolution…*

Section 46(1) of the *Act* permits the landlords to issue a 10 Day Notice only after rent is unpaid and section 52(d) of the *Act* requires the landlords to state on a notice to end tenancy, the reason for issuing the notice.

The landlords indicated on the 10 Day Notice that $1,546.89 was due on June 1, 2023, for rent. The landlord and landlord AT both agreed that the above amount includes a $25.00 late fee, which is not rent, in addition to the monthly rent of $1,521.89. They both agreed that they did not correct this amount, nor did they inform the tenant about it. They claimed that they gave the tenant a rent ledger which included all the late rent fees.

As such, I find that the tenant did not have proper notice of the correct total amount of rent due on June 1, 2023. The landlords included an amount for a late rent fee, which is not rent. I find that the tenant did not have an opportunity to pay the correct amount of rent in order the cancel the 10 Day Notice. I find that the 10 Day Notice does not comply with section 52 of the *Act*.

Accordingly, I find that the landlords' 10 Day Notice, dated June 8, 2023, is cancelled and of no force or effect. The landlords are not entitled to an order of possession for

unpaid rent and this claim is dismissed without leave to reapply. This tenancy will continue until it is ended in accordance with the *Act*.

The landlords indicated the incorrect amount of rent in the 10 Day Notice, their application, and during this hearing. I raised these issues during this hearing when I asked for a monetary breakdown. They initially stated that they wanted $7,859.45 for unpaid rent but later indicated that this includes late fees, which they agreed they did not file a claim for in their application. They later corrected the rent amount to $7,734.45, which they said did not include late fees. They again corrected it to $7,609.45 when I asked about their monetary calculations. They were calculating the rent amounts during this hearing. Accordingly, I find that the landlords are not entitled to a monetary order for unpaid rent, as the tenant did not have proper notice to respond to the correct rent amounts being sought by the landlords. This claim is dismissed with leave to reapply.

As the landlords were unsuccessful in their application, I find that they are not entitled to recover the $100.00 filing fee from the tenant. This claim is dismissed without leave to reapply.

Tenant's Application

The tenant refused to respond or provide testimony regarding his application. The tenant provided affirmed testimony regarding his adjournment request, and his request for repairs to his rental unit. However, he refused to provide relevant testimony about this tenancy and the 10 Day Notice.

I find that the tenant failed to present his application, claims, and evidence, as required by Rules 6.6 and 7.4 of the RTB *Rules*, despite having multiple opportunities to do so, during the second hearing, as per Rules 7.17 and 7.18 of the RTB *Rules.*

The second hearing lasted 69 minutes of the 60-minute maximum hearing time, so the tenant had ample time and multiple opportunities to present his application and evidence. During this hearing, I repeatedly asked the tenant if he had any information to present and provided him with multiple opportunities for same.

Accordingly, the tenant's application to cancel the 10 Day Notice and to recover the $100.00 filing fee, is dismissed without leave to reapply. Pursuant to section 55 of the *Act*, the landlords could be entitled to an order of possession and a monetary order against the tenant, if I dismiss the tenant's application. However, I did not issue an

order of possession or a monetary order to the landlords for the above reasons indicated.

Conclusion

The tenant's application to cancel the 10 Day Notice and to recover the $100.00 filing fee, is dismissed without leave to reapply.

The remainder of the tenant's application is dismissed with leave to reapply.

The landlords' application for an order of possession and to recover the $100.00 filing fee is dismissed without leave to reapply.

The landlords' application for a monetary order for unpaid rent is dismissed with 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: October 24, 2023

Residential Tenancy Branch