



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PREMIER PACIFIC PROPERTIES  
LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, OPR, OPRM-DR, FFL

### Introduction

In the first application the tenant seeks to cancel a ten day Notice to End Tenancy for unpaid rent received November 20, 2020.

In the second application the landlord seeks an order of possession pursuant to the Notice and a monetary award for unpaid rent.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

By agreement at the start of the hearing the style of cause was amended to show the true and full name of the corporate landlord.

By agreement near the end of the hearing the landlord was permitted to amend its claim to recover rent/occupation rent unpaid past the date of its application November 30, 2020 and to the date of this hearing.

### Issue(s) to be Decided

Has this tenancy ended as a result of the ten day Notice? What is the landlord owed for rent?

### Background and Evidence

The facts are not in dispute. The rental unit is a two bedroom apartment. The tenancy started in or around March 2011. The current monthly rent is \$2316.00 and the landlord holds a \$950.00 security deposit.

The tenant is employed providing a particular service to large, in-person events. The current Covid-19 pandemic and its social restrictions prohibiting such events have rendered him unemployed. He has had no income from which to pay rent.

The tenant failed to pay his rent in full during the “affected rent” period between March 18 and August 17, 2020, a period during which a landlord was prohibited from ending a tenancy for unpaid rent or repeated late payment of rent. At the end of August the parties entered into a repayment plan whereunder the tenant would pay \$1421.75 bi-monthly over 18 months in order to bring up the arrears owing.

The tenant admits he failed to pay the \$1421.75 due on November 15, 2020 and has not paid rent since. He does not dispute that as of November 15 he owed the landlord \$10,917.00 in unpaid rent.

The tenant points out that the tenant protection measures taken by the provincial government ended in August but that the pandemic got worse and no further relief was offered.

### Analysis

It is apparent that the tenant owed the landlord \$1421.75 on November 15, 2020, and that he did not pay that amount within five days after being served with the ten day Notice in question.

As a result, by operation of s. 46 of the *Residential Tenancy Act* (the “RTA”) this tenancy ended on November 30, 2020. The landlord is entitled to an immediate order of possession.

As of November 1, 2020 the balance of arrears owing is agreed to have been \$10,917.00. Since then the debt has increased by the rent/occupation rent coming for

December, January and February, a total of \$6948.00. I award the landlord the total \$17,865.00 plus recovery of the \$100.00 filing fee.

### Conclusion

The landlord will have an order of possession.

The landlord is awarded \$17,965.00. I authorize the landlord to retain the \$950.00 security deposit it holds, in reduction of the amount awarded. The landlord will have a monetary order against the tenant for the remainder of \$17,015.00.

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 16, 2021

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Residential Tenancy Branch