



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Parkside Realty Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the tenant: CNR-MT
For the landlords: OPR, MNR, FF

Introduction

This hearing was convened as the result of the tenant's application and the landlords' two applications for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act).

The tenant applied for:

- an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued by the landlord; and
- an order extending the time to file an application disputing the Notice issued by the landlord.

In their applications, the landlord applied for:

- an order of possession of the rental unit pursuant to two 10 Day Notices to End Tenancy for Unpaid Rent or Utilities;
- a monetary order for unpaid rent; and
- to recover the cost of the filing fee.

The tenant and the landlord's agent (agent) attended the hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. The parties were informed prior to the start of the hearing that recording of the dispute resolution hearing is prohibited. Both parties affirmed they were not recording the hearing.

Neither party raised an issue about service of the other's applications or evidence.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters-

Near the beginning of the hearing, the matter of a settlement was raised. After a brief discussion, the parties agreed to a partial settlement of the respective applications.

The parties were informed that I would record their settlement, as noted below, and that the settlement was a voluntary, mutual decision.

The parties understood that I would decide the remaining issues in the tenant's application, as no settlement could be reached on those issues.

Partial Settlement – an order of possession of the rental unit

As the parties resolved the matter of the vacant possession of the rental unit by agreement, I make no findings of fact or law with respect to their relative claims on this issue or the landlord's Notices.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of the settlement are as follows.

1. The tenant agrees to vacate the rental unit by 1:00 p.m. Pacific Time on April 10, 2022, ending the tenancy.
2. The tenant understands the landlord will be issued an order of possession of the rental unit (Order) in the event the tenant fails to vacate the rental unit by the agreed upon date and time.
3. Should it become necessary, this Order must be served on the tenant to be enforceable and may be enforced in the Supreme Court of British Columbia.

The tenant is cautioned that costs of such enforcement, **such as bailiff fees**, are subject to recovery from the tenant.

Remaining Issue(s) to be Decided

Are the landlords entitled to a monetary order for unpaid monthly rent and recovery of their filing fee?

Background and Evidence

The tenancy began on May 21, 2018, according to the tenant, monthly rent is \$1,500, due on the first day of the month, and the tenant paid a security deposit of \$750 to the landlords. A copy of a written tenancy agreement was filed in evidence which showed the start date of the tenancy of June 1, 2019, a monthly rent of \$1,500, due on the first day of the month, and a security deposit of \$750 being paid to the landlord.

The tenant filed an application disputing the Notice, which was dated and issued by the agent on January 3, 2022, for an effective move-out date of January 16, 2022. The Notice was served by personal service and the tenant filed her application on January 10, 2022, which was beyond the five days after service the tenant had to either pay the monthly rent in full or file to dispute the Notice.

The Notice stated that the tenant owed the monthly rent of \$1,500 for January 2022, and had failed to pay.

The landlord's evidence also included a copy of another 10 Day Notice served to the tenant, dated February 8, 2022, with an effective move-out date of February 18, 2022, and unpaid monthly rent of \$1,500 owed as of February 1, 2022.

The agent submitted that the tenant did not pay the monthly rent for the months of November 2021, January, February, March or April 2022. As of the date of the hearing, the tenant owed the outstanding rent amount of \$7,500.

The tenant did not dispute that she failed to pay the monthly rent for those months.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Monetary claim-

I find it reasonable that the landlord be allowed to amend their original monetary claims in their applications, to account for further unpaid rent as the tenant has yet to vacate the rental unit or to pay the monthly rent.

I find that the landlord submitted sufficient evidence to prove that the tenant owes a total amount of unpaid rent of **\$7,500 through the date of the hearing**. The tenant did not dispute this amount.

I find the landlord has established a monetary claim of **\$7,500**, for the outstanding unpaid monthly rent, as noted above.

I grant the landlord recovery of their filing fee of **\$100** for their first application made on January 18, 2022. As the monetary claim can be amended at the hearing to include the current unpaid rent, I do not find it was necessary to file another application.

I find the landlord has established a monetary claim of **\$7,600**, for the unpaid monthly rent and the filing fee, as noted above.

At the landlord's request, the landlord is directed to keep the tenant's security deposit of \$750 to partially satisfy the landlord's monetary award of \$7,600.

I grant the landlord a **monetary order** pursuant to section 67 of the Act for the balance due, in the amount of **\$6,850**.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is **cautioned** that costs of such enforcement are subject to recovery from the tenant.

Conclusion

These matters have been partially settled, as the tenant agrees to vacate the rental unit by 1:00 pm on April 10, 2022, and the landlord has been granted an order of possession of the rental unit effective that date and time.

The landlord has been granted a monetary order of \$6850, which is their monetary award of \$7,500 for unpaid rent through April 2022, plus the filing fee, less the tenant's security deposit of \$750.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: April 07, 2022

Residential Tenancy Branch