



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Tenant: CNR, OLC, MNDCT, RP, RR, LRE, FFT
Landlord: OPU-DR, MNU-DR, FFL

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear crossed applications regarding a residential tenancy dispute.

On May 13, 2022, the tenant applied for:

- an order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities;
- an order for the landlord to comply with the Act, regulation, and/or tenancy agreement;
- compensation for monetary loss or other money owed;
- an order for repairs made to the unit or property, having contacted the landlord in writing;
- an order to reduce rent for repairs, services, or facilities agreed upon but not provided;
- an order to suspend or set conditions on the landlord's right to enter the rental unit or site; and
- the filing fee.

On June 16, 2022 the tenant amended their application to dispute an additional 10 Day Notice to End Tenancy.

On June 21, 2022, the landlord applied for:

- an order of possession, having served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated June 8, 2022 (the 10 Day Notice);
- a monetary order for rent and/or utilities, having issued the 10 Day Notice; and
- the filing fee.

The hearing began at 9:30 a.m. The tenant did not attend, though the teleconference line remained open for over 10 minutes. The landlord's agent ("the landlord") was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; he was also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

Rule 7.3 permits an arbitrator to conduct a hearing in the absence of any party, or dismiss the application with or without leave to reapply.

The landlord testified he served his Notice of Dispute Resolution Proceeding (NDRP) on the tenant by registered mail on August 16, 2022, and provided a tracking number, as noted on the cover page of this decision. The landlord testified he served his evidence on the tenant in two packages by registered mail on August 29, 2022 and provided tracking numbers as noted on the cover page.

I find the landlord served the NDRP on the tenant in accordance with section 89 of the Act, and deem it received by the tenant on August 21, 2022, pursuant to section 90 of the Act. I find the landlord served his evidence on the tenant in accordance with section 89 of the Act, and deem it received by the tenant on September 3, 2022, pursuant to section 90 of the Act.

Preliminary Matter

Rule 2.3 states that claims made in the application must be related to each other and arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply. As the central issue in this dispute is unpaid rent and whether the tenancy will end for this reason, I dismiss, with leave to reapply, the tenant's claims for an order for the landlord to comply with the Act, regulation, and/or tenancy agreement; compensation for monetary loss or other money owed; an order for repairs made to the unit or property; an order to reduce rent for repairs, services, or facilities agreed upon but not provided; and an order to suspend or set conditions on the landlord's right to enter the rental unit or site.

Issues to be Decided

- 1) Is the tenant entitled to an order cancelling a 10 Day Notice?
- 2) Is the tenant entitled to the filing fee?
- 3) Is the landlord entitled to an order of possession?
- 4) Is the landlord entitled to a monetary order for unpaid rent and/or utilities?

5) Is the landlord entitled to the filing fee?

Background and Evidence

The landlord confirmed the following particulars regarding the tenancy. It began October 1, 2021; rent is \$2,200.00, due on the first of the month; and the tenant paid a security deposit of \$1,100.00, which the landlord still holds.

A copy of the tenancy agreement is submitted as evidence, as is a copy of the 10 Day Notice.

The landlord testified he served the 10 Day Notice on the tenant by registered mail on June 8, 2022, and provided a tracking number as noted on the cover page. The Notice is signed and dated by the landlord, gives the address of the rental unit, states an effective date, states the reason for ending the tenancy, and is in the approved form.

The 10 Day Notice indicates the tenancy is ending because the tenant failed to pay rent in the amount of \$2,200.00 due on June 1, 2022 and utilities in the amount of \$105.97, following written demand on March 22, 2022.

The landlord testified he was abandoning his claim for the utilities.

The landlord submitted as evidence a Direct Request Worksheet which indicates the tenant owes \$2,200.00 for June 2022 rent.

The landlord testified the tenant now owes outstanding rent as follows:

Month	Rent due	Rent paid	Monthly outstanding amount
June 2022	\$2,200.00	\$0.00	\$2,200.00
July 2022	\$2,200.00	\$0.00	\$2,200.00
August 2022	\$2,200.00	\$0.00	\$2,200.00
September 2022	\$2,200.00	\$0.00	\$2,200.00
Total			\$8,800.00

Analysis

Pursuant to section 46 (1) of the Act, 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.

I accept the landlord's undisputed affirmed testimony that the tenant owes outstanding rent in the amount of \$8,800.00.

Based on the testimony of the landlord, I find he served the 10 Day Notice on the tenant by registered mail on June 8, 2022, in accordance with section 88 of the Act, and deem the Notice received by the tenant on June 13, 2022, pursuant to section 90 of the Act.

I find the 10 Day Notice meets the form and content requirements of section 52.

The landlord has submitted as evidence a copy of the tenancy agreement, which indicates that rent is \$2,200.00, due on the first of the month, and has provided affirmed undisputed testimony that the tenant has not paid rent for June 2022 through September 2022.

Therefore, I find the landlord is entitled to an order of possession in accordance with section 55(1) of the Act, and to \$8,800.00 in unpaid rent in accordance with section 55(1.1) of the Act.

As the landlord testified that the tenant still resides in the rental unit, I order that in accordance with section 68(2)(a) of the Act, the tenancy ended on the date of the hearing, September 23, 2022.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the tenant is unsuccessful in their application, I decline to award them the filing fee they paid for dispute resolution. As the landlord is successful in his application, I order the tenant to pay the \$100.00 filing fee the landlord paid to apply for dispute resolution.

In accordance with section 72 of the Act, I allow the landlord to retain the tenant's \$1,100.00 security deposit in partial satisfaction of the amount owing.

I find the landlord is entitled to a monetary order as follows:

Unpaid rent	\$8,800.00
Filing fee	\$100.00
Less security deposit	-\$1,100.00
Owed to landlord	\$7,800.00

Conclusion

The tenant's application is dismissed.

The landlord is granted an order of possession which will be effective two days after it is served on the tenant.

The landlord is granted a monetary order in the amount of \$7,800.00.

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: September 28, 2022

Residential Tenancy Branch