



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant: CNR

Landlord: OPR-DR, MNR-DR, FFL

Introduction

This hearing dealt with the Tenant's application under the *Residential Tenancy Act* (the "Act") to dispute a 10 day notice to end tenancy for unpaid rent or utilities dated August 3, 2022 (the "10 Day Notice") pursuant to section 46.

This hearing also dealt with the Landlord's cross-application under the Act for:

- an Order of Possession under the 10 Day Notice pursuant to section 55;
- a Monetary Order of \$26,000.00 for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for the Landlord's application from the Tenant pursuant to section 72.

The Tenant attended this hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The Landlord's legal counsel TG attended this hearing on the Landlord's behalf and was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The Landlord's property manager JB was called as a witness and gave affirmed testimony.

I informed the parties that the Residential Tenancy Branch Rules of Procedure (the "Rules of Procedure") prohibit unauthorized recordings of dispute resolution hearings.

Preliminary Matter – Service of Dispute Resolution Documents

The parties did not raise any issues with respect to service of dispute resolution documents. TG confirmed that the Landlord had received the Tenant's notice of dispute

resolution proceeding package and documentary evidence (collectively, the “Tenant’s NDRP Package”). I find the Landlord was served with the Tenant’s NDRP Package in accordance with sections 88 and 89 of the Act.

The Tenant also confirmed receipt of the Landlord’s notice of dispute resolution proceeding package and documentary evidence (collectively, the “Landlord’s NDRP Package”). I find the Tenant was served with the Landlord’s NDRP Package in accordance with sections 88 and 89 of the Act.

Preliminary Matter – Amendment of Landlord’s Application

TG stated that the Tenant has continued residing in the rental unit without paying any rent since June 2022, and the total amount of unpaid rent owing to date is over \$35,000.00. TG confirmed the Landlord agrees to abandon the portion of her claim for unpaid rent that is in excess of \$35,000.00.

I find the Landlord is seeking to amend her claim for unpaid rent under section 67 of the Act from \$26,000.00 to \$35,000.00.

Rule 4.2 of the Rules of Procedure states:

4.2 Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing. If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

I find the amendment sought by the Landlord is expressly permitted under Rule 4.2 of the Rules of procedure. Accordingly, I allow the Landlord’s monetary claim under section 67 of the Act to be increased from \$26,000.00 to \$35,000.00.

Issues to be Decided

1. Is the Tenant entitled to cancel the 10 Day Notice?
2. Is the Landlord entitled to an Order of Possession?
3. Is the Landlord entitled to a Monetary Order for unpaid rent?
4. Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to all the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and arguments relevant to the issues and findings in this matter are reproduced here. The principal aspects of the parties' applications and my findings are set out below.

According to the signed tenancy agreement submitted into evidence by the Landlord, this tenancy commenced on November 15, 2021 and was for a fixed term ending on September 15, 2022.

The Tenant argued that the tenancy did not commence until December 15, 2021. The Tenant testified that the rental unit was not ready for occupation. The Tenant submitted he had informed the Landlord's property management company that he and his family would not be moving in until December 15, 2021 due to the house not having been cleaned, the pond in the backyard not having been fenced, and some furniture having been removed. On cross-examination, the Tenant acknowledged having received the keys to the rental unit on November 15, 2021 and having signed a condition inspection report dated November 22, 2021, which indicates a possession date of November 15, 2021. A copy of this inspection report has been submitted into evidence by the Landlord.

The parties agreed that rent is \$13,000.00 per month due on the 15th day of each month. A copy of the 10 Day Notice submitted into evidence by the Landlord states that the Tenant failed to pay rent of \$26,000.00 due on June 15, 2022. This notice is signed by TG on behalf of the Landlord. The effective date was August 13, 2022. The Tenant confirmed that he received a copy of this notice on August 3, 2022.

TG referred to a clause in the tenancy agreement initialled by both parties which states as follows:

The tenant voluntarily agrees to pay the first 5 months' rental and the security deposit in one lump sum of CAD 71,500.00 prior to the commencement date of the tenancy and before March 31, 2022, the tenant will pay the next lump sum of CAD 65,000.00.

TG stated that in reality, the Tenant paid \$64,985.00 on November 12, 2021 and \$6,500.00 on March 31, 2022 for the security deposit. TG referred to these transactions

shown in the Landlord's property manager's bank statements submitted into evidence. TG explained that the November 12, 2021 payment was for five months' rent with \$15.00 possibly deducted for the wire transfer fee. TG stated that at this point, the Tenant had paid the security deposit and was on top of his rent.

TG stated that the Tenant did not pay rent due on April 15, 2022. TG stated that on the Landlord side, there was some miscommunication and the Landlord did not catch on to this missed payment right away.

TG stated that the Tenant did not pay rent again in May 2022, so the Landlord issued a 10 day notice to end tenancy for unpaid rent.

TG referred to the Landlord's property manager's bank statements which suggest that the Tenant paid \$6,500.00 on June 3, 2022 and \$19,500.00 on June 20, 2022, and which from the Landlord's perspective cleared up the arrears for April and May 2022.

TG explained that the \$26,000.00 stated to be owing on the 10 Day Notice was for unpaid June and July 2022 rent. TG confirmed the Tenant has not paid anything since that time.

TG argued that the Tenant does not dispute the total amount paid to the Landlord.

TG submitted that the Tenant's claims outlined in his written statement do not have any bearing on the current dispute. TG argued that the Tenant has not submitted proof of payment for emergency repairs which entitle the Tenant to deduct from rent payable. TG argued that if the Tenant is claiming to have suffered damages which exceed \$35,000.00, the Tenant must commence a separate action in the Supreme Court. TG argued that the Tenant's claim is not sufficient to cover the amount of unpaid rent owing to the Landlord.

The Landlord's property manager JB testified that when he and the Tenant completed the move-in inspection on November 22, 2021, the Tenant did not raise any issues about the November 15, 2021 possession date, the media room, or furniture being removed. JB confirmed that he witnessed the Tenant sign the condition inspection report. JB confirmed that all furniture pictured in a list of furniture referred to in the tenancy agreement addendum remained in the rental unit when the Tenant moved in.

JB testified that the Tenant had not told him about the garage charger not working and not sent JB an invoice. JB testified the Tenant had complained about the air conditioning not pumping out enough cold air. JB testified that this problem was fixed. JB testified that he also had a patio door upstairs repaired following the Tenant's complaint. JB testified that he did not recall there being any other significant complaints. JB denied having received any invoices from the Tenant for reimbursement.

In response, the Tenant testified that the rental unit had been advertised as having features including electric charging in the garage, a media room, and air conditioning. The Tenant explained that these features were among the reasons why he had agreed to pay \$13,000.00 per month in rent.

The Tenant testified he was very disappointed when he went to collect the keys, as the property was not properly cleaned and there were a number of other issues. The Tenant submitted that he had paid five months of rent (\$65,000.00) in advance on November 12, 2021, so there was no urgency or expedience for the Landlord to do repairs right away.

The Tenant testified that he had to pay for various expenses which should be deducted from the rent. In his written statement, the Tenant submitted that he had "arranged a deep clean of the property at a cost of \$2,000, arranged the fencing of the pond at a cost of \$5,000 for materials and labour and paid \$1,500 to some local handy men to move furniture around and to attach a child gate to the stairs to the basement" (at para. 12). The Tenant submitted that he paid \$500.00 for an expert to check the media room in December 2021 as it was not working. The Tenant further submitted that there was no electric charger in the garage, and he had to install one at a cost of \$6,500.00.

The Tenant testified that he discovered the air conditioning was not working in April or May 2022, and immediately informed the Landlord's agent. The Tenant testified that someone finally came in August 2022 to look at the issue. The Tenant testified the technician told him that the air conditioning unit was unsuitable given the size of the rental unit.

The Tenant testified that staging items such as pictures, picture frames, and vases had been removed from the rental unit between the time he viewed the rental unit and when he took possession.

The Tenant submitted that similar properties in the same neighbourhood with no air conditioning, no media room, and no electrical charging facilities were listed for around \$8,000.00 per month.

The Tenant stated in his written submissions (at para. 20) that he paid \$97,500.00 total in rent. The Tenant's written submissions further state that had if "the property been leased for market value of \$8,000.00 the total rent due from December 2021 to February 15, 2023 would be \$112,000. I have out of pocket expenses of \$15,500 therefore I request that all claims be dismissed and I will vacate the property on February 15 2023 when with the rental paid and my out of pocket expenses I will have paid \$113,000 to the landlord" (paras 21-22).

Analysis

1. Is the Tenant entitled to cancel the 10 Day Notice?

If a tenant does not pay rent when due, section 46 of the Act permits a landlord to take steps to end a tenancy by issuing a notice to end tenancy for unpaid rent.

Section 46(2) of the Act requires that a 10 day notice to end tenancy must comply with section 52 of the Act, which states:

Form and content of notice to end tenancy

- 52 In order to be effective, a notice to end a tenancy must be in writing and must
- (a) be signed and dated by the landlord or tenant giving the notice,
 - (b) give the address of the rental unit,
 - (c) state the effective date of the notice,
 - (d) except for a notice under section 45(1) or (2) [*tenant's notice*], state the grounds for ending the tenancy,
 - (d.1) for a notice under section 45.1 [*tenant's notice: family violence or long-term care*], be accompanied by a statement made in accordance with section 45.2 [*confirmation of eligibility*], and
 - (e) when given by a landlord, be in the approved form.

In this case, I have reviewed the 10 Day Notice and find that it complies with the requirements of section 52 in form and content.

I find the Tenant was served with a copy of the 10 Day Notice in accordance with section 88(g) of the Act on August 3, 2022.

Section 46(4)(b) of the Act permits a tenant to dispute a 10 day notice to end tenancy for non-payment within 5 days of receiving such notice. Therefore, the Tenant had until August 8, 2022 to dispute the 10 Day Notice or pay the outstanding rent in full. Records of the Residential Tenancy Branch indicate that the Tenant's application was submitted on August 8, 2022. I find the Tenant's application was made within the time limit stipulated under section 46(4)(b) of the Act.

Where a tenant applies to dispute a notice to end a tenancy issued by a landlord, Rule 6.6 of the Rules of Procedure places the onus on the landlord to prove, on a balance of probabilities, the grounds on which the notice to end tenancy were based.

Based on the evidence presented, I find this tenancy commenced on November 15, 2021. I find this start date is supported by the parties' tenancy agreement, the condition inspection report, and the Tenant's acknowledgement that he had received the keys on November 15, 2021. I accept the Tenant may not have moved into the rental unit until sometime in December 2021. However, I do not find the evidence to suggest that the rental unit was unfit for occupation or could not have been occupied due to any fault of the Landlord on November 15, 2021. I find the Tenant had signed a condition inspection report on November 22, 2021 and did not request any repairs or cleanup from the Landlord on this report. Furthermore, I find there is insufficient evidence to suggest that the parties had agreed to delay the commencement day to December 15, 2021. Therefore, I conclude the Tenant was required to pay rent under the parties' tenancy agreement effective November 15, 2021.

I accept the Landlord's bank statement evidence indicating that the Tenant had paid a total of \$97,485.00 as follows:

- \$64,985.00 on November 12, 2021
- \$6,500.00 on March 31, 2022
- \$6,500.00 on June 3, 2022
- \$19,500.00 on June 20, 2022

I further accept the Landlord's explanation that a \$15.00 wire transfer fee had likely been deducted from the November 12, 2021 payment, and I infer that the Landlord was not concerned about this difference.

I find the Tenant's evidence regarding money paid to the Landlord to be generally consistent with the above figures, except for the \$15.00 wire transfer fee (for which the omission may have been inadvertent) and whether \$6,500.00 of the total paid was for a security deposit. I find clause 4(A) of the tenancy agreement states that the Tenant was required to pay a security deposit of \$6,500.00 by October 8, 2021. Therefore, I find that it was not unreasonable for the Landlord to treat \$6,500.00 of the payments received as payment of the security deposit. I note that as further explained below, I do not find this characterization to affect the substantive outcome of the parties' applications in any event.

I find that by the time the 10 Day Notice was issued on August 3, 2022, the Tenant had effectively paid seven months of rent plus the security deposit over nine months of the tenancy. I find that on August 3, 2022, the Tenant owed the Landlord \$26,000.00 for rent due on June 15 and July 15, 2022. I find that even if the security deposit had been credited against the rent owing at that time, there still would have been an outstanding amount of \$19,500.00 in unpaid rent.

I find as at the date of the hearing, the amount of rent owing by the Tenant had increased by another five months' worth (from August to December 2022), for a total of \$91,000.00 owing (7 months × \$13,000.00 per month), or \$84,500.00 with the security deposit applied as a credit.

Section 26(1) of the Act states that a tenant must pay rent when it is due, whether or not the landlord complies with the Act, the regulations, or the tenancy agreement, unless the tenant has a right under the Act to deduct all or a portion of the rent.

The legal reasons under the Act for a tenant to deduct from rent include:

- The tenant paid too much for a security or pet damage deposit (section 19(2))
- The tenant paid for emergency repairs (section 33(7))
- The tenant paid an illegal rent increase (section 43(5))
- The tenant applied compensation to the last month's rent where the landlord has issued a notice to end tenancy for landlord's use (section 51(1.1))
- The tenant was awarded monetary compensation or a rent reduction by the Residential Tenancy Branch (section 72(2)(a))

In this case, the Tenant takes the position that he is entitled to monetary compensation due to various misrepresentations and breaches by the Landlord, such that rent should

have been reduced from \$13,000.00 to \$8,000.00 per month from the start of the tenancy. However, I find the Tenant did not make an application for dispute resolution to seek monetary compensation or a rent reduction as required by the Act, nor did the Tenant have the Landlord's consent to reduce the rent. I find the Tenant was not authorized to deduct such amounts from rent or unilaterally reduce the rent payable to the Landlord without first obtaining an order from the Residential Tenancy Branch or consent from the Landlord.

I further find none of the other situations described above (in which a tenant may legally deduct the rent) to apply in the circumstances.

In particular, I find the Tenant has not provided sufficient evidence to demonstrate that any of the expenses claimed, such as fencing the pond, attaching a child gate, having the media room checked by a technician, and installing an electric charger in the garage, met the definition of "emergency repairs" for the purpose of deducting from rent payable to the Landlord.

According to section 33(1) of the Act, "emergency repairs" are repairs that are (a) urgent, (b) necessary for the health or safety of anyone or for the preservation or use of residential property, and (c) made for the purpose of repairing:

- (i) major leaks in pipes or the roof,
- (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
- (iii) the primary heating system,
- (iv) damaged or defective locks that give access to a rental unit,
- (v) the electrical systems, or
- (vi) in prescribed circumstances, a rental unit or residential property.

I find there is insufficient evidence to show that the expenses claimed by the Tenant were urgent and fell under one of the categories described above. Moreover, I am not satisfied that the Tenant had made at least two attempts to contact the Landlord first as required under section 33(3) of the Act, or had provided written accounts of the expenses with receipts to the Landlord as required under sections 33(5) and 33(6)(b) of the Act. I find the Tenant did not submit any bills, invoices, or receipts into evidence. I accept BP's testimony that he did not receive any such documents or requests for reimbursement from the Tenant. Therefore, I do not find the Tenant to have paid for any emergency repairs during the tenancy.

Based on the foregoing, I conclude the Tenant owes \$91,000.00 in unpaid rent to the Landlord and has not established any right to deduct from the amount of rent owing.

Absent a clear lawful reason under the Act for the Tenant to withhold payment of rent, I find the Tenant should have continued paying rent to the Landlord while commencing a separate action to seek monetary compensation or a rent reduction.

I find the Landlord has established the grounds for ending this tenancy as stated in the 10 Day Notice. Accordingly, I dismiss the Tenant's application to cancel the 10 Day Notice without leave to re-apply.

2. Is the Landlord entitled to an Order of Possession?

Section 55(1) of the Act states:

Order of possession for the landlord

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

- (a) the landlord's notice to end tenancy complies with section 52 *[form and content of notice to end tenancy]*, and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

Having found the 10 Day Notice to comply with the requirements of section 52 and having dismissed the Tenant's claim to dispute the 10 Day Notice, I find the Landlord is entitled to an Order of Possession under section 55(1) of the Act.

Since the effective date of the 10 Day Notice has already passed, I grant an Order of Possession to the Landlord effective two (2) days after service of the Order upon the Tenant.

3. Is the Landlord entitled to a Monetary Order for unpaid rent?

Pursuant to section 55(1.1) of the Act, the director must grant an order requiring the payment of unpaid rent when the notice to end tenancy complies with section 52 of the Act and the tenant's application to dispute the notice is dismissed.

Residential Tenancy Policy Guideline 3. Claims for Rent and Damages for Loss of Rent (“Policy Guideline 3”) states:

E. Determining when a tenancy has ended for the purposes of section 55 (1.1) of the RTA (s. 48 (1.1) of the MHPTA)

Under section 55(1.1) of the RTA (section 48(1.1) of the MHPTA), the director must grant a landlord an order requiring the tenant to pay the unpaid rent if the following conditions are met:

- the tenant has disputed a notice to end tenancy issued by the landlord for unpaid rent under section 46 of the RTA (section 39 of the MHPTA);
- the notice to end tenancy complies with section 52 of the RTA (section 45 of the MHPTA); and
- the director, during the dispute resolution proceeding, dismisses the tenant’s application or upholds the landlord’s notice.

This provision allows a landlord to obtain a monetary order for unpaid rent without having to file their own application. Under the legislation, the requirement to pay rent flows from the tenancy agreement. Unpaid rent is money that is due and owing during the tenancy.

[...]

If a tenant has not vacated or abandoned the unit, or the conclusive presumption does not apply, (in other words the right of possession of the rental unit or manufactured home site is in issue at the dispute resolution hearing), the director will usually rely on section 68(2) of the RTA (section 61(2) of the MHPTA) to order that the date the tenancy ends is the date of the dispute resolution hearing, rather than the effective date shown on the notice to end tenancy.

If the director is satisfied upon reviewing submitted materials and hearing evidence as to an amount of unpaid rent owing, including rent owing since the time the notice to end tenancy was issued, the director must grant an order to the landlord for the amount of unpaid rent found to be owing.

(emphasis added)

I find the Tenant made an application to dispute the 10 Day Notice and the conclusive presumption does not apply. I find there is no evidence to suggest that the Tenant has vacated the rental unit. Pursuant to section 68(2) of the Act and in accordance with Policy Guideline 3 above, I order that this tenancy is ended as of the date of the dispute resolution hearing, or January 12, 2023.

In addition, I have found that as at the date of the hearing, the Tenant owed unpaid rent of \$91,000.00 to the Landlord.

According to Residential Tenancy Policy Guideline 27. Jurisdiction (“Policy Guideline 27”), the small claims monetary limit of \$35,000.00 does not apply to a monetary order for unpaid rent where it arises under a tenant’s application, that is, under section 55(1.1) of the Act:

a. Small Claims Limit – Monetary orders for unpaid rent resulting from a tenant’s application to cancel a notice to end tenancy for unpaid rent

Under the RTA and MHPTA, if a tenant disputes a landlord’s notice to end tenancy for unpaid rent and the director upholds the notice to end tenancy, the director must grant a monetary order for the unpaid rent to the landlord. The small claims monetary limit does not apply to monetary orders for unpaid rent that arise from a tenant’s application to cancel a notice to end tenancy for unpaid rent. In these instances, the order results automatically from a dismissal of a tenant’s application disputing a notice to end tenancy and does not require a landlord to make an application claiming any amount.

(emphasis added)

Policy Guideline 27 specifically contrasts the above scenario with a landlord’s application for unpaid rent, which is in fact subject to the small claims limit:

b. Small Claims Limit – Monetary orders for unpaid rent resulting from a landlord’s application for compensation for unpaid rent

Under the RTA and MHPTA, a landlord can apply for dispute resolution to request an order of possession and a monetary order for unpaid rent when they have served a tenant a notice to end tenancy for unpaid rent and the tenant has

not disputed the notice or paid the owed rent amount. The small claims monetary limit applies to monetary orders for unpaid rent arising from a landlord's application when there is no application by the tenant being heard. This is because the landlord must file an application claiming an amount for unpaid rent, which is a debt owed to the landlord. Unlike a monetary order arising from the dismissal of a tenant's application to cancel a notice to end tenancy, which requires the director to grant an order requiring the payment of unpaid rent, on a landlord's application for monetary compensation for unpaid rent, the director has discretion to grant an order requiring payment of the unpaid rent. In circumstances where the unpaid rent is more than \$35,000, a landlord has three options:

- (1) abandon the amount of rent owing that is over \$35,000 and apply for both an order of possession and an order for payment of unpaid rent under the RTA or MHPTA;
- (2) seek only an order of possession under the RTA or MHPTA and apply to the BC Supreme Court for an order for the full amount of unpaid rent; or
- (3) apply to the BC Supreme for both an order of possession and an order requiring payment of the unpaid rent.

The BC Supreme Court may order that even though the amount being sought is over \$35,000, the director must hear and determine the dispute. If that occurs, the director can make an order for unpaid rent that is over \$35,000.

(emphasis added)

For reference, section 58(2)(a) states:

Determining disputes

58 [...]

(2) Except as provided in subsection (4) (a), the director must not determine a dispute if any of the following applies:

- (a) the amount claimed, excluding any amount claimed under section 51 (1) or (2) [*tenant's compensation: section 49 notice*], 51.1 [*tenant's compensation: requirement to vacate*] or 51.3 [*tenant's compensation: no right of first refusal*], for debt or damages is more than the monetary limit for claims under the *Small Claims Act*;

I find Policy Guideline 27 effectively endorses asymmetrical outcomes for monetary orders for unpaid rent depending on whether such orders result from the tenant's application (s. 55(1.1)) or from the landlord's application (s. 67).

I find the interpretation in Policy Guideline 27 suggests that a monetary order for unpaid rent under section 55(1.1) is not an "amount claimed" under section 58(2)(a) (which would be subject to the small claims limit), because such an order results automatically from a dismissal of the tenant's application and does not require the landlord to make an application claiming any amount.

In contrast, unpaid rent claimed by the landlord under section 67 of the Act would fall under the definition of an "amount claimed". For reference, section 67 of the Act states as follows:

Director's orders: compensation for damage or loss

67 Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

While I am prepared to grant the Landlord \$35,000.00 for unpaid rent under section 67 of the Act on the basis of the Landlord's amended application (since I am satisfied that the Tenant failed to pay more than \$35,000.00 in rent contrary to the parties' tenancy agreement and section 26 of the Act), I find it is not necessary for me to do so. I find Policy Guideline 3 and Policy Guideline 27 make it clear that upon dismissing the Tenant's application to dispute the 10 Day Notice, I must grant the Landlord an order for all of the unpaid rent found to be owing under section 55(1.1) of the Act, even if such amount exceeds the small claims limit.

Accordingly, I order the Tenant to pay \$91,000.00 to the Landlord for unpaid rent pursuant to section 55(1.1) of the Act.

4. Is the Landlord entitled to recover the filing fee?

The Landlord has been successful in proving that the 10 Day Notice should be upheld. As the Landlord's application sought relief similar to those that have been granted to the

Landlord on the basis of the Tenant's application, I allow the Landlord's claim to recover her filing fee from the Tenant under section 72(1) of the Act.

Pursuant to section 72(2)(b) of the Act, I authorize the Landlord to retain the full amount of the Tenant's \$6,500.00 security deposit held by the Landlord in partial satisfaction of the total awarded in this decision.

The Monetary Order granted to the Landlord for the balance is calculated as follows:

Item	Amount
Unpaid Rent due between June 15, 2022 and January 12, 2023 inclusive (date of hearing) (7 months × \$13,000.00)	\$91,000.00
Filing Fee	\$100.00
Less Security Deposit	- \$6,500.00
Total Monetary Order for Landlord	\$84,600.00

Conclusion

The Landlord is successful in proving the grounds for ending the tenancy under the 10 Day Notice and establishing that the Tenant owes \$91,000.00 in unpaid rent. The Landlord's claim to recover the filing fee for her application is granted.

The Tenant's application to dispute the 10 Day Notice is dismissed without leave to re-apply.

Pursuant to section 55(1) of the Act, I grant an Order of Possession to the Landlord effective **two (2) days** after service upon the Tenant. The Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlord is authorized to retain the Tenant's \$6,500.00 security deposit in partial satisfaction of the total amount awarded in this decision.

Pursuant to sections 55(1.1) and 72(1) of the Act, I grant the Landlord a Monetary Order in the amount of **\$84,600.00** for the balance awarded. The Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this

Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: January 20, 2023

Residential Tenancy Branch