



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** DRI, CNR, OLC, LRE, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for unpaid rent and for the recovery of the filing fee. The tenant also applied to suspend or restrict the landlord's right to enter the rental unit and for an order directing the landlord to comply with the *Act*. The tenant also applied to dispute a rent increase that she believed did not comply with legislation.

Both parties attended the hearing and had opportunity to be heard. Both parties agreed to having received each other's evidence.

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply.

In this regard I find the tenant has applied to dispute a rent increase, to suspend or restrict the landlord's right to enter the rental unit and has applied for an order directing the landlord to comply with the *Act*. As these sections of the tenant's application are unrelated to the main section which is to cancel the ten-day notice, I dismiss these sections of the tenant's claim, with leave to reapply.

Accordingly, this hearing only dealt with the tenant's application to set aside the notice to end tenancy and her application for the recovery of the filing fee.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

## **Background and Evidence**

The tenancy started in October 2021. The rental unit is located in the basement of the rental property. The landlords live upstairs. The tenant moved in with two room mates and the total rent was \$1,350.00 payable on the first of the month. Through the tenancy, the rent fluctuated between \$1,350.00 and \$1,500.00, depending on the number of occupants in the rental unit.

In January 2023, the rent was \$1,350.00 and the tenant paid \$800.00. On January 07, 2023, the landlord served the tenant with a 10-day notice to end tenancy with an effective date of January 18, 2023.

The tenant agreed that she had paid part rent for January 2023 and had not paid any rent for February 2023. The tenant testified that her roommates had moved out and that she could not afford the rent. The landlord agreed to accept \$1,200.00 as rent for February 2023.

During the hearing, the tenant advised me that on February 04, 2023, she informed the landlord by email, that she would be moving out on March 01, 2023. The landlord agreed to allow the tenancy to continue till March 01, 2023. The landlord requested a monetary order for unpaid rent. The tenant has applied for the recovery of the filing fee.

## **Analysis**

Under section 55(1.1) of the *Residential Tenancy Act*, 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
- the notice to end tenancy complies with section 52 of the *Residential Tenancy Act* 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.

The landlord served a ten-day notice to end tenancy that complies with section 52 of the *Residential Tenancy Act*. The tenant agreed to move out and therefore has accepted that the tenancy will end as per the notice to end tenancy. Accordingly, the notice to end tenancy is upheld and the tenancy will end on March 01, 2023.

The tenant agreed that she paid \$800.00 in January and owes the landlord the balance of 550.00 plus \$1,200.00 for February 2023, for a total \$1,750.00. Overall, the landlord has established a claim of \$1,750.00.

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of 1,750.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Since the tenant has not proven her case, she must bear the cost of filing her application.

### **Conclusion**

I grant the landlord a monetary order for **\$1,750.00**.

The tenancy will end on **March 01, 2023**.

The remainder of the tenant's application 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: February 25, 2023

---

Residential Tenancy Branch