



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **CNR, DRI, AAT, LRE, OLC**

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the *Residential Tenancy Act* (the “Act”) to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) issued on January 10, 2023, to dispute and illegal rent increase, to have the landlord allow access to the unit, to suspend or set conditions on the landlord’s right to enter the rental unit and to have the landlord comply with the Act.

Both parties appeared.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant’s request to set aside the Notice to End Tenancy. The balance of the tenant’s application is dismissed, with leave to reapply.

Issue to be Decided

Should the Notice be cancelled?

Background and Evidence

The parties agreed that the tenant was served with the Notice on January 13, 2023. Filed in evidence is a copy of the Notice, that complies with section 52 of the Act.

The tenant acknowledged that they currently owe the landlord the amount of \$4,895.00, in unpaid rent.

The landlord stated that they have calculated an amount higher for unpaid rent; however, to simplify matter that will accept the tenants calculation. The landlord stated that they cannot continue the tenancy.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

In this case, although the tenant disputed the Notice, however the tenant has admitted not all rent was paid. Therefore, I find the Notice is valid and remains in full force and effect.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

I find that the landlord has established a total monetary claim of **\$4,895.00** comprised of unpaid rent as agreed upon at the hearing. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The tenant failed to pay all rent owed. The landlord is granted an order of possession and a monetary order for unpaid rent.

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: March 22, 2023

Residential Tenancy Branch