



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR, CNC-MT, OPR-DR, MNR-DR, FFL

Introduction

This dispute relates to a Tenant's January 27, 2023 Application for Dispute Resolution seeking remedy under the *Residential Tenancy Act* (Act) for the following:

- to cancel a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities (10-day Notice)
- to cancel a One Month Notice to End Tenancy for Cause, and more time to dispute this Notice

The dispute was crossed with the Landlord's February 28, 2023 Application for Dispute Resolution for an Order of Possession, a Monetary Order for Unpaid Rent and reimbursement of the filing fee.

Preliminary Matter

The Landlord initially issued a One Month Notice to End Tenancy for Cause, and then decided to proceed with a 10 Day Notice to End Tenancy for Unpaid Rent. The Landlord withdrew the One Month Notice. As the Landlord does not want to pursue the One Month Notice, the Tenant's application is allowed and the Notice is cancelled.

Issue(s) to be Decided

- Does the 10-day Notice end the tenancy?
- Does the Tenant owe unpaid rent?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

The fixed term tenancy started on January 1, 2020 and converted to a periodic tenancy with rent due on the first of the month. The monthly rent is \$3,451.00. Prior to this, rent

was \$3,400.00 per month. The Landlord holds in trust a \$1,700.00 security deposit paid on January 1, 2020. The parties agree a tenancy continues to exist with these terms.

The Landlord acknowledged the Tenant has not paid rent for many, many months. The Landlord reports outstanding rent in the amount of \$102,152.00. When the Landlord served the 10-day Notice, the Landlord was only aware of unpaid rent in the amount of \$6400.00. Thereafter, the Landlord discovered there was additional unpaid rent.

The Tenant admits to unpaid rent, resulting in arrears of \$176,000.00. The Tenant states he will pay the rent once his ten-million-dollar deal succeeds, involving U.S. Department of Defense and Chinese and Russian Technology.

The Landlord became aware of the unpaid rent and served the 10-day Notice on February 17, 2023. The 10-day Notice indicates unpaid rent in the amount of \$6400.00 due on January 2, 2023, and the move out date of February 28, 2023.

The Landlord advised they are seeking an order of possession and a monetary award only for the unpaid rent of \$6,400.00.

Analysis

- Does the Notice end the tenancy?

As the Tenant stopped paying rent and did not demonstrate a lawful reason to withhold rent, I find the Landlord had reason to give the Notice and it has been properly completed as per Section 52 of the Act.

I find the Notice has ended the tenancy effective the date of the hearing, May 23, 2023. The Landlord is entitled to an order of possession.

- Does the Tenant owe unpaid rent?

The Tenant admitted they failed to pay rent. The Landlord is entitled to unpaid rent in the amount of \$6,400.00.

The \$1,700.00 deposit has accrued \$12.99 in interest. I order the landlord to retain the deposit of \$1,712.99 in partial satisfaction of the unpaid rent.

- Is the Landlord entitled to recover the Filing Fee?

As the Landlord was successful with their application, the Landlord is entitled to recover their \$100.00 filing fee from the Tenant.

Conclusion

The Landlord is granted an order of possession effective two days after service. The Landlord should serve the order to the Tenant immediately. Should the Tenant fail to comply, the order may be enforced in the BC Supreme Court.

The Landlord is granted a monetary award of \$4,787.01:

Total Unpaid Rent	6,400.00
Filing Fee	100.00
Total Owing	6,500.00
Minus Security Deposit + Interest	(1,712.99)
Total Monetary Award	4,787.01

The Landlord should serve the order to the Tenant immediately. Should the Tenant fail to pay, the order may be enforced in the Small Claims division of Provincial 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: May 30, 2023

Residential Tenancy Branch