



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR, PSF, LRE, RPP, OLC
OPR-DR, MNR-DR

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), this hearing dealt with the Tenant's application to cancel two (2) 10-Day Notices for Unpaid Rent dated February 2 and March 13, 2023 served by the Landlords, and the Landlords' cross-application for an order of possession and monetary order for unpaid rent.

Issue to be Decided

Did the Tenant pay rent when due?

Background and Evidence

The tenancy commenced on April 16, 2016 for a fixed term of one year, and thereafter continued on a month-to-month basis after the fixed term expired. The Tenant continues to reside in the rental property. The monthly rent is \$1,076 due on the first day of each month. The Tenant paid a security deposit of \$487.50, which the Landlords retain.

The Landlords issued two 10-Day Notices for Unpaid Rent dated February 2 and March 13, 2023. The Tenant acknowledged service of each Notice.

The Tenant applied in time for dispute resolution to cancel each Notice. The Tenant's basis to cancel the Notice was a repair to the wash machine; alleging the Landlords had entered the unit without permission and changed the locks; and, issues of a personal

nature that she stated made eviction unfair. The Tenant's concerns were not directly related to either Notice, the Tenant provided no evidence, and as a result the Tenant's claims were dismissed according to Rule of Procedure 2.3, which authorizes dismissal of unrelated claims.

The Landlords submitted a worksheet with supporting documentation to support their request for February, March, April and May 2023 rent and order and an order of possession. During the hearing, the Tenant admitted to not paying rent for these months. The Tenant requested additional time from the Landlords to pay the outstanding rent, but no settlement was reached.

Analysis

Section 46(1) provides that 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.

Each Notice was dated after the due date for the rent for February and March, with move-out dates of February 15 and March 23, respectively. The Tenant does not dispute receipt of each Notice or that rent was not paid for February, March, April and May, 2023. I find that each Notice was proper under the Act and served on the Tenant as required by the Act.

Conclusion

The Tenant's application is denied without leave to reapply. The Landlords' application is granted. I find the tenancy is terminated the date of this hearing, May 23, 2023, and that the Landlords are entitled to unpaid rent as set forth below.

I make a monetary order for the Landlords in the amount of \$3,812.77, calculated as follows:

- \$4,304 in unpaid rent
- less an offset of the security deposit in the amount of \$487.50 plus \$3.73 interest owed on the deposit.

The Landlords are provided with formal Orders in the above terms. Should the Tenant fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

I grant an Order of Possession to the Landlords effective two days after service of this Order on the Tenant. Should the Tenant fail to comply with this Order, this Order may be enforced as an Order of the Supreme Court of British Columbia.

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 24, 2023

Residential Tenancy Branch