



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNR-MT, RR, RP, LRE, LAT, OLC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to be allowed more time to dispute the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) issued on March 17, 2023 , to be allowed to reduce rent for repairs, services or facilities agreed upon but not provided; to have repairs made to the rental unit, to suspend or set conditions on the landlord’s right to enter the rental unit, to be allowed to change the locks to the rental unit, and to have the landlord comply with the Act.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions at the hearing.

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. The balance of the tenant’s application is dismissed, with leave to reapply should the tenancy continue.

In this matter the tenant did not include the landlord’s surname in their application. Therefore, I find it appropriate to amend the style of cause on the covering page of this decision to reflect the proper name of the landlord.

### Issue(s) to be Decided

Should the tenant be allowed more time to dispute the Notice?

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent?

### Background and Evidence

The tenancy began on March 1, 2022. Rent in the amount of \$1,300.00 was payable on the first of each month. A security deposit of \$325.00 was paid by the tenant.

At the outset of the hearing the tenant indicated that they have vacated the premises; however, they have not removed their belongings and should have it removed by the weekend.

The tenant testified that the rent of \$1,300.00 is divide in half with their roommate and they both pay the amount of \$650.00. The tenant confirmed that their roommate paid their portion of rent; however, they did not pay their portion of rent for March 2023, when they were served with the Notice on March 20, 2023.

The tenant confirmed they did not pay their portion of rent for March, April and May 2023.

### Analysis

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

Although the tenant applied for more time to dispute the Notice, I find I do not need to consider this portion of the tenant's application because based on the testimony of the tenant the Notice is valid as the tenant failed to pay the rent owed and has failed to pay subsequent rent for April and May 2023. I find the tenant breached the Act when they failed to pay. Therefore, I dismiss the tenant's application to cancel the Notice.

As the tenant's application is dismissed, I find the landlord is entitled to an order of possession and a monetary order, pursuant to section 55 of the Act.

### **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.

(1.1)If an application referred to in subsection (1) is in relation to a landlord's notice to end a tenancy under section 46 [*landlord's notice: non-payment of rent*], and the circumstances referred to in subsection (1) (a) and (b) of this section apply, the director must grant an order requiring the payment of the unpaid rent.

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 is entitled to monetary order for the unpaid rent, pursuant to section 55(1.1) of the Act in the amount of **\$1,950.00**. I order that the landlord retain the security deposit of **\$325.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 of the Act for the balance due of **\$1,625.00**. 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's application is dismissed. The landlord is granted an order of possession and a monetary order for the 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: May 04, 2023

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Residential Tenancy Branch