



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR, FFT

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 March 17, 2023, and recover the cost of the filing fee.

Only the landlord appeared. The hearing proceeding in the absence of the tenant.

The landlord indicated that KW is not a tenant, and this is the child. Therefore, I have removed KW from the style of cause. A child should not be named as an application as they are not a tenant and should not be held financially responsible for the action of their parent.

Issue(s) to be Decided

Should the Notice be cancelled?

Background and Evidence

The tenancy began on June 1, 2022. Rent in the amount of \$3,200.00 was payable on the first of each month. A security deposit of \$1,000.00 was paid by the tenant.

The tenant confirmed in their application that they received the Notice on March 27, 2023. The tenant indicated in the Notice that the Notice was filled out incorrectly, the monies owed on January 01, 2023, was only \$3,200.00. However, I note the Notice was issued on March 17, 2023, which indicated three months of rent has not been paid.

The landlord stated that the tenant has not paid any rent since January 2023. The landlord seeks an order of possession and unpaid rent for five months.

Analysis

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

Upon review of the Notice, I find the Notice is completed in accordance with the requirements of section 52 of the Act.

Under the legislation the tenant may dispute the Notice for specific reasons, such as they have proof that their rent was paid or that the tenant had the right under the Act to deduct all or a portion from their rent, such as an order from an Arbitrator.

Although the tenant filed an application for dispute resolution within the time limit permitted under the Act, I find the tenant's application had no merit as the tenant did not pay the outstanding rent for January, February and March 2023. Therefore, I dismiss the tenant's application without leave to reapply.

As the tenant was not successful with their application the tenant is not entitled to recover the filing fee from the landlord.

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

I find that the landlord is entitled to an order of possession, 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 recover unpaid rent in the amount of \$16,000.00. This order may be filed in the Provincial Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Should the tenant failed to pay the above amount and remains unpaid at the end of the tenancy the landlord is entitled to keep the security deposit in accordance with section 38(3) of the Act.

Conclusion

The tenant's application is dismissed. 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: May 12, 2023

Residential Tenancy Branch