



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNR

### 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 April 3, 2023.

Only the landlord and the landlord’s agent appeared. The landlord’s agent indicated that the tenant told them they would be vacating the rental unit at the end of the month; however, they would like to proceed with the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to relevant facts and issues in this decision.

### Issue to be Decided

Should the Notice be cancelled?

### Background and Evidence

The tenancy began on April 1, 2022. Rent in the amount of \$2,300.00 was payable on the first of each month. A security deposit of \$1,150.00 was paid by the tenant.

The tenant submitted in their application that they received the Notice on April 8, 2023. The tenant submitted in their evidence that they paid \$100.00 to the landlord on April 22, 2023.

The landlord testified that the tenant did not pay all rent owed for April 2023, and they did receive \$100.00 from the tenant on April 22, 2023, reducing the outstanding rent of \$2,200.00. The landlord stated that the tenant has not paid any rent for May 2023.

The landlord seeks an order of possession and a monetary order for unpaid rent in the amount of \$4,500.00.

### 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.

In this case, I find the tenant failed to pay rent to the landlord for April 2023, and made one payment of \$100.00. I find the tenant owes the landlord \$2,200.00 for April 2023. I find the Notice is valid and remains in full force and effect.

The tenant further breached the Act, when they failed to pay \$2,300.00 for May 2023 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 for April and May 2023, pursuant to section 55(1.1) of the Act in the amount of **\$4,500.00**.

I order that the landlord retain the security deposit of **\$1,150.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 of the Act for the balance due of **\$3,350.00**. 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 is granted a monetary order in the above amount.

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 29, 2023

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Residential Tenancy Branch