



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR

Introduction

This dispute relates to the Tenant's April 30, 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 (Notice)

The Notice was received by the Tenant on April 21, 2023 and the Tenant disputed the matter on April 30, 2023. As the Tenant failed to dispute the matter within 5 days as per section 46 of the Act, the Tenants are conclusively presumed to have accepted that the tenancy ended on the effective date of May 2, 2023 on the Notice. I dismiss the application without leave to reapply.

Although the Tenant's application is dismissed, under section 55(1.1) I will consider the validity of the Notice and whether the Tenant owes unpaid rent.

Issue(s) to be Decided

- Does the 10-day Notice end the tenancy?
- Does the Tenant owe unpaid rent?

Background and Evidence

The fixed term tenancy started on February 1, 2023, with an agreement of \$3,000.00 monthly rent to be paid on the first day of each month. The Landlord holds in trust a \$1,500.00 security deposit paid by the Tenant on January 23, 2023.

The Landlord reports partial payment of \$2,650.00 in March 2023 and unpaid rent for April 2023. On April 18, 2023, the Landlord issued the Notice to the Tenant, with the move out date of May 2, 2023. The Notice is signed, dated and provides the reason to end the tenancy. The Landlord reports additional unpaid rent for May and June 2023 and provided the Direct Request Worksheet, #RTB-46. I amend the application

pursuant to section 64(3)(c) of the Act, to include unpaid rent in the amount of \$6000.00 for May and June 2023.

The Tenant admits owing rent as reported by the Landlord:

Month	Rent due	Rent paid
March 2023	3,000.00	2,650.00
April 2023	3,000.00	0
May 2023	3,000.00	0
June 2023	3,000.00	0
Total Unpaid Rent	9,350.00	

Analysis

- Does the Notice end the tenancy?

I find the Landlord had reason to give the Notice and it has been properly completed. The Tenant's application to cancel the Notice is dismissed.

The Notice has ended the tenancy effective the date of May 2, 2023. The Landlord is entitled to an order of possession.

- Does the Tenant owe unpaid rent?

As the Tenant's application to cancel the Notice is dismissed, the Landlord is entitled to a monetary order for unpaid rent. The Tenant admitted to a partial payment in March and failure to pay full rent for April, May and June 2023. I find the Tenant owes \$9,350.00 in unpaid rent.

The \$1,500.00 deposits have accrued \$11.54 in interest, I order the Landlord to retain the deposit of \$1511.54 in partial satisfaction of the unpaid rent.

Conclusion

The Tenant's application is dismissed without leave to reapply.

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

The Landlord is granted a monetary award of \$7,838.46 (\$9,350.00 - \$1511.54 = \$7,838.46). The Landlord should serve the order to the Tenants immediately. Should the Tenants fail to pay, the order may be enforced in the Small Claims division of Provincial Court.

At the end of the tenancy the Tenants must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. Tenants and landlords both have an obligation to complete a move-out condition inspection at the end of the tenancy. To learn about obligations related to deposits, damage and compensation, search the [RTB website](#) for information about after a tenancy ends.

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: June 26, 2023

Residential Tenancy Branch