



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR, LRE

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 2, 2023, and to suspend or set conditions on the landlord’s right to enter the rental until.

Only the landlord and the landlord’s agent appeared. The tenant did not appear, although this matter was scheduled at their request. The tenant was also sent a notification from the Residential Tenancy Branch on June 12, 2023, by email to the email the tenant provided for service, reminding them of today’s hearing. The hearing proceeded in the absence of the tenant.

I have amended the tenant’s application to reflect the proper spelling of the landlord’s name, I do not find this is prejudicial to either party.

The landlord gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form and make submissions at 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?

Is the landlord entitled to an order of possession?

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

Background and Evidence

Rent in the amount of \$1,000.00 was payable on the first of each month. A security deposit of \$500.00 was paid by the tenants. The landlord purchased the property in March 2023.

The tenant submits in their application that they received the Notice on April 6, 2023. The tenant described their reason for disputing the notice:

-unreasonable disturbances such as the demolition to the upper level of house causing insolation and dust falling thru the holes in the ceiling. - no privacy due to needing access to my suite for the last month 5 days a week -no privacy due to holes in ceiling beside bathroom which made essential living impossible -renovation has caused unsafe for living enviroment. possible asbestos because my daughter and I a couple days after the demolition began

On June 17, 2023, the tenant filed in evidence a receipt for April 2023 rent, dated April 1, 2023, which is a typed, does not indicate an amount paid, and clearly the signature was copied and pasted into the document.

The landlord testified that the tenant has not paid rent for April, May and June 2023. The landlord stated that the tenant did not provide them with the evidence, and they obtained a copy of the receipt from the Residential Tenancy Branch. The landlord stated that the receipt is fraudulently created, and you can clearly see that their signature was copied from something and pasted into the receipt.

The landlord testified that it looks like the tenant is in progress of moving out.

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 do not accept the receipt the tenant has filed into evidence as genuine. I find it more likely than not that the tenant falsified the receipt to mislead these proceedings. The landlord's signature was copied and pasted, as you clearly can see the signature box and the background is not the same. Further, the receipt was filed in evidence on April 17, 2023, after the tenant had filed their application and is inconsistent with their details of dispute.

I find if rent was truly paid on April 1, 2023, then it would have been reasonable for the tenant to indicate that in their details of their application. However, there is nothing in the details regarding payment of rent. The details only raising issues of unreasonable noise for the grounds of

disputing the Notice. I find it more likely than not that the tenant withheld rent because they felt entitled to do so. I find the tenant did not pay rent for April 2023, and the Notice is valid. Therefore, I dismiss the tenant's application without leave to reapply.

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

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 April, May and June 2023, pursuant to section 55(1.1) of the Act in the amount of **\$3,000.00**. I order that the landlord retain the security deposit of **\$500.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 of the Act for the balance due of **\$2,500.00**. 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.

The tenant is cautioned that copying a signature into a false document and then submitted that document for a hearing is a serious offence. As it appears the landlord has already contacted the police department on this issue. The landlord is entitled to provide the police with a copy of my decision to show the tenant has submitted the false document for this hearing.

As it appears the tenant may be vacating the rental unit. I find it appropriate at this time to grant the landlord a substituted service order should the tenant fail to provide the landlord with their forwarding address.

I authorize the landlord should the tenant leave the rental unit unreasonably clean or damaged they are permitted to serve the tenant any future application for dispute resolution by email. I have copied the tenant's email address on the covering page of this Decision. A copy of this Decision should be provided at any future hearing to show I have granted the landlord the authority to serve the tenant by email any future application for dispute resolution.

Conclusion

The tenant's application is dismissed. The landlord is granted an order of possession and a monetary order for the repayment of 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: June 15, 2023

Residential Tenancy Branch