



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      CNR, MNDCT

### Introduction

This hearing dealt with the Tenant's April 14, 2023 application pursuant to the *Residential Tenancy Act* (the "**Act**") for:

- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice) served April 12, 2023, pursuant to section 46.

### Preliminary Issues

- Name of Landlord

The incorrect person was listed as the Landlord in this application, the correct Landlord was added to the application.

- Tenant's Monetary Compensation Claim

At the beginning of the hearing the Tenant stated that they wanted to dismiss the claim for monetary compensation and reapply later. Therefore, I dismiss the Tenant's monetary compensation claim, with leave to reapply.

### Issues to be Decided

- Should the Notice be cancelled?
- If not, is the Landlord entitled to an order of possession and a monetary order for unpaid rent?

### Facts and Analysis

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 information in this decision.

The parties confirmed the following details with respect to the tenancy:

- The tenancy began March 1, 2023
- Rent is \$1,500.00 per month and is due on the first of the month
- A security deposit of \$750.00 and a pet damage deposit of \$375.00 was paid and is still retained by the Landlord.

### **Is the Tenant Entitled to an Order Cancelling the Notice?**

The parties agreed the Notice was served by posting it to the door of the rental unit on April 12, 2023. I have been provided with a copy of the Notice and it was issued for unpaid April 2023 rent.

The Landlord's agent JT (the Landlord's Agent) testified that the Tenant only made a partial payment for April 2023 rent of \$700.00. The remaining \$800.00 for April 2023 rent was never paid. Additionally, the Landlord's Agent testified that rent has not been paid for May or June 2023, which increases the rent owed to \$3,800.00. The Tenant does not dispute the unpaid rent amount and testified that they offered a payment plan but that was not accepted by the Landlord.

The Tenant testified that prior to moving into the rental unit they had discussed with the previous property manager WG (the Previous Manager), that they would not be unable to afford full rent until June 2023, when they are able to collect their old age pension. The Tenant further testified that the Previous Manager stated that this wouldn't be a problem. The Tenant was able to pay first months rent and the pet damage and security deposit. When I asked the Landlord's Agent if they were aware of this discussion, they stated that they were only informed by WG that the Tenant would make a partial payment for April 2023 rent and would make another payment later in the month, which was never made.

I would expect an agreement allowing rent to be paid later to be in writing given the importance of paying rent in a tenancy. Additionally, the Previous Manger was the one who completed the Notice, which calls into question if they agreed to a delayed payment of rent. The Tenant failed to provide sufficient evidence to substantiate any

agreement with the Previous Manager and I am not satisfied the Landlord, or the Previous Manager consented to the Tenant not paying full rent until June 2023. Given the above, I am satisfied the Tenant failed to pay full rent for April 2023 and did not have the authority under the *Act* to withhold rent. I find that the Tenant was served with the Notice in accordance with the *Act*. The Notice is included in the evidence and I find the Notice meets the form and content requirements of section 52 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.

I accept the undisputed testimony of the Landlord's Agent that as of April 12, 2023, the date the Notice was issued, the Tenant failed to pay rent in the amount of \$800.00. The Notice also clearly states the amount owed. I find the Tenant breached the *Act* when they failed to pay the rent.

Further, I find that the Tenants failed to pay rent for May and June 2023, which brings the total to **\$3,800.00**. I find the Landlord is entitled to a monetary order for the unpaid rent, pursuant to section 55(1.1) of the *Act* in the amount of **\$3,800.00**. I order that the Landlord retain the security deposit of **\$750.00** in partial satisfaction of the claim.

In summary, the Landlord is entitled to:

Unpaid rent	\$3,800.00
Deduct Security Deposit	-\$750.00
<b>Total monetary award</b>	<b>\$3,050.00</b>

I find that the Landlord is entitled to a monetary order for the unpaid rent for the balance due of **\$3,050.00**.

### Conclusion

The Tenant's application to dispute the Notice is dismissed. The tenancy legally ended on the date of this hearing. The Landlord is granted an order of possession and a monetary order in the above terms. If the Tenant does not comply with the Order of Possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that court. The Monetary order may be filed in the Provincial Court and enforced as an order of that 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 08, 2023

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Residential Tenancy Branch