



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes OPC, MNRL-S, MNDCL-S, FFL, CNC, RR, RP, OLC

Introduction

This dispute relates to the Landlord's April 28, 2023 Application for Dispute Resolution seeking remedy under the *Residential Tenancy Act* (Act) for the following:

- Order of Possession for an undisputed 1 Month Notice to End Tenancy for Cause (1 Month Notice),
- to recover unpaid rent and/or utilities and to retain security deposit,
- for payment to repair damage caused during tenancy,
- compensation for monetary loss and money owed,
- reimbursement of the filing fee.

The dispute was crossed with the Tenant's May 2, 2023 Application for Dispute Resolution to cancel the 1 Month Notice, repairs to the rental unit, reduced rent for repairs and for the Landlord to comply with the Act.

Preliminary Matters

Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the Landlord indicated several matters of dispute on the application, the most urgent of which is the 1 Month Notice to End Tenancy for Cause and Unpaid Rent. As the other matters are not directly related to the 1 Month Notice, I dismiss the other claims with leave to reapply.

As the above claims are dismissed with leave to reapply, the Landlord advised they are not seeking to retain the security deposit amount. They expect the Tenant to provide their forwarding address for return of the security deposit. I amend the application as per Section 64 of the Act.

Issue(s) to be Decided

Does the 1 Month Notice end the tenancy?

Does the Tenant owe unpaid rent?

Is the Landlord entitled to recover the filing fee?

Background and Evidence

Both parties confirm the tenancy started in December 2021, with rent of \$2300 due on the first of the month. Current monthly rent is \$2350. The Landlord holds in trust a \$1150 security deposit.

The Landlord reports late payments of rent from July 2022 to June 1, 2023, where rent is either late or paid in partial payments. The Landlord provided e-transfer documentation as evidence to support record of late and partial payments. The Landlord also provided evidence of issuing the *10 Day Notice for Unpaid Rent or Utilities* on four occasions, from October 2022 to June 2023. The Landlord indicates unpaid rent of \$2350 for the month of June 2023.

On March 25, 2023, the Landlord issued the 1 Month Notice to End Tenancy for Cause in person to the Tenant. The Tenant admits to non-payment of rent for \$2350 in June 2023, however, disputed the 1 Month Notice for repeated late payments. The Tenant disputed the 1 Month Notice on May 2, 2023. The Tenant failed to dispute the 1 Month Notice within the required time limit of 10 days. The Tenant advised their father suffered from a heart attack, however, failed to proof of such circumstances.

Analysis

- Does the Notice end the tenancy?

The Landlord provided reason to give the 1 Month Notice and it has been properly completed.

The Tenant did not dispute the 1 Month Notice within the required time limit and failed to provide any proof explaining the delay. As per section 47(5) of the Act, the Tenants are conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice, on April 30, 2023. The Landlord is entitled to an order of possession.

- Does the Tenant owe unpaid rent?

Both parties confirm outstanding rent of \$2350 for June 2023. The Landlord is entitled to a monetary order for unpaid rent. I award the Landlord \$2350.

- Is the Landlord entitled to recover the Filing Fee?

As the Landlord was successful with their application, the Landlord is entitled to recover their \$100 filing fee from the Tenant.

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 Tenant immediately. Should the Tenant fail to comply, the order may be enforced in the BC Supreme Court.

The Landlord is granted a monetary award of \$2450 ($\$2350 + \$100 = \2450). The Landlord should serve the order to the Tenant immediately. Should the Tenant 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 12, 2023

Residential Tenancy Branch