



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

### **Introduction**

This hearing dealt with the Tenant's May 17, 2023 application to dispute the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice) issued on May 15, 2023, and to recover the cost of their filing fee.

The Landlord applied on June 6, 2023 for an order of possession and unpaid rent and utilities and their filing fee based on the same 10 Day Notice. I heard both applications together.

Both parties attended and gave affirmed testimony.

### **Issue(s) to be Decided**

Does the 10 Day Notice end the tenancy?  
Does the Tenant owe unpaid rent or utilities?  
Is either party entitled to their filing fee?

### **Facts and Analysis**

The tenancy began in December 2022 for a fixed term until May 31, 2023, and automatically continuing on a month-to-month basis thereafter.

The monthly rent was \$2,950.00 due in advance, before the first day of each month. The Landlord holds a deposit in the amount of \$1,475.00, which has accrued interest of \$15.29 from January 1, 2023 to the date of the hearing, for a total value of \$1,490.29.

The Landlord issued a 10 Day Notice on May 15, 2023 for \$2,950.00 in unpaid rent and served it to the Tenant in person on May 17, 2023. The 10 Day Notice complies with section 52 of the Act.

Although the Tenant disputed the 10 Day Notice in time, they admit they have not paid rent, and they have not established a legal reason for withholding rent. Therefore, the Tenant's application is dismissed in its entirety without leave to reapply.

I grant the Landlord an Order of Possession pursuant to section 46 of the Act.

Section 26 of the Act requires a Tenant to pay rent to the Landlord, regardless of whether the Landlord complies with the Act, regulations or tenancy agreement, unless the Tenant has a right to deduct all or a portion of rent under the Act.

The Landlord indicated the last payment they received from the Tenant was full rent for April 2023. The Tenant agrees that they have not paid the monthly rent of \$2,950.00 for May, June or July 2023.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent pursuant to section 67 of the Act and Policy Guideline 3, in the amount of \$8,850.00. I order that the Landlord retain the security deposit plus interest in the amount of \$1,490.29 in partial satisfaction of the claim. I grant the Landlord a monetary order for the balance due of \$7,359.71.

The Landlord indicated that the Tenant agreed to pay utilities to another occupant of the residential property. I dismiss the Landlord's claim for utilities without leave to reapply.

As the Landlord was successful in this application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

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

I grant the Landlord an Order of Possession effective two (2) days after service of this Order on the Tenant. Should the Tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to sections 67 and 72 of the Act, I grant the Landlord a Monetary Order in the amount of \$7,459.71 for rent owing for May 2023 to July 2023 and for the recovery of the filing fee for this application. The Landlord is provided with this Order on the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: July 17, 2023

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Residential Tenancy Branch