

DECISION

Introduction

This hearing dealt with the Tenant's Application dated August 18, 2023 for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) under sections 46 and 55 of the Act
- an order reducing rent for repairs, services or facilities agreed upon but not provided under section 27 of the Act
- disputing an additional rent increase for capital expenditures under section 43 of the Act
- an order for repairs to be made to the unit under section 32 of the Act
- an order to provide services or facilities required by the tenancy agreement or law under section 27 of the Act
- an order requiring the landlord to comply with the Act, regulation and/or tenancy agreement under section 65 of the Act

It also dealt with the Landlord's Application dated August 15, 2023 for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- an order of possession following issuance of a 10 Day Notice to End Tenancy under sections 46 and 55 of the Act
- a monetary order for compensation for unpaid rent under section 55 of the Act
- a monetary order to recover the filing fee under section 72 of the Act

Both the landlord and tenant attended the hearing.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The tenant said that they served the Proceeding Package for their application by registered mail. She was unable to provide the Canada Post registered mail tracking information. The landlord said that he did not receive the tenant's application. I find that the tenant's application was not served in accordance with the Act. The tenant's application is therefore dismissed without leave to reapply.

The landlord provided a copy of the Canada Post registered mail tracking information, confirming that the Proceeding Package for his application was sent to the tenant. I find that tenant was served with the landlord's Proceeding Package in accordance with section 89(1) of the Act.

Service of Evidence

The landlord served all evidence relied upon at the hearing in accordance with the Act. The tenant did not provide proof of service of her evidence, nor did she refer to any documentary evidence during the hearing.

Issue(s) to be Decided

Should the landlord be granted an order of possession following issuance of a 10 Day Notice to End Tenancy?

Should the landlord be granted a monetary order for unpaid rent?

Should the landlord recover the filing fee?

Background and Evidence

Evidence was provided showing that this tenancy began on October 2022, with a monthly rent of \$600.00, on the first day of the month. No security or pet deposit was paid. There was no written tenancy agreement. The landlord said that on June 1, 2023, he attended at the rental unit and the tenant and an individual named D. signed a written tenancy agreement. The monthly rent was \$900.00, payable on the first day of the month. The tenant disputed that she ever signed the June tenancy agreement.

The landlord served the tenant with the 10 Day Notice on August 12, 2023 by putting a copy in the mailbox and attaching another copy to the door. #RTB-30 was used, it was signed and dated by the landlord, gave the address of the rental unit, and stated the effective date of August 22, 2023. The tenant brought their Application for Dispute Resolution on August 18, 2023.

The landlord said that he did not receive any payments from the tenant following the 10 Day Notice and that rent totaling \$900.00 for August and September is outstanding. He said he received a cheque on August 26th from a third party in relation to rent but that he did not deposit it.

The tenant indicated that rent was not paid in August or September 2023. She said that the landlord raised the rent without her permission and unlawfully forced a co-tenant and roommate on her (D.). She said that her August 2023 BC Disability Benefits cheque for rent was cancelled because the landlord filled out paperwork seeking \$1,000.00 rather than the \$600.00 that she says she owed in monthly rent.

Analysis

Should the landlord be granted an order of possession following issuance of a 10 Day Notice to End Tenancy?

Section 26 of the Act states that a tenant must 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.

Section 46 of the Act states that upon receipt of a 10 Day Notice the tenant must, within five days, either pay the full amount of the arrears as indicated on the 10 Day Notice or dispute the 10 Day Notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch.

I find that the tenant filed an Application for Dispute Resolution on time and that the onus is on the landlord to prove that the 10 Day Notice was valid.

The 10 Day Notice met the formal requirements required by section 52 of the Act.

I find that the tenant signed a new tenancy agreement with the landlord on June 1, 2023 and that from that point on, the total monthly rent payable was \$900.00. I do not believe the tenant when she says that she did not sign the June 2023 tenancy agreement. She provided no evidence showing, for example, that her signature differed from the one on the tenancy agreement. I therefore find that the tenant consented to an increase in rent to \$900.00.

The tenant admitted that she did not make any payments in August 2023. I do not accept the tenant's claim that the landlord was not paid because he sought to obtain rent above what was owed from the third party payer. The tenant could have easily either called an independent witness who could corroborate this claim or file supporting documentary evidence. I accept the landlord's evidence that he did not do this.

The tenant has not satisfied me that she had any other basis to withhold rent.

The 10 Day Notice is valid. The landlord is entitled to an Order of Possession.

Should the landlord be granted a monetary order for unpaid rent?

The landlord is entitled to unpaid rent for August and September in the amount of \$900.00.

Should the landlord recover the filing fee?

The landlord was successful and is therefore entitled to recover the \$100 filing fee in accordance with section 72 of the Act.

Conclusion

The Order of Possession is **effective two (2) days after service on the Tenant**. Should the Tenant or anyone at the manufactured home fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I grant the landlord a Monetary Order in the amount of **\$1,000.00** under the following terms. The tenant must be served with **this Order** as soon as possible. Should the tenant fail to comply, it may be enforced in the Small Claims Division of the Provincial Court.

Unpaid rent	\$900.00
Plus – Filing Fee	\$100.00
Total	\$1,000.00

Because the tenancy has ended, the tenant's application is dismissed without leave to reapply.

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: September 27, 2023

Residential Tenancy Branch