



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

This hearing dealt with the Tenant's and Landlord's Applications under the *Residential Tenancy Act* (the Act). The Tenant applied to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice). The Landlord applied for an Order of Possession of the rental unit, and for a Monetary Order for unpaid rent.

Based on the Landlord's undisputed testimony, I find the Landlord acknowledged being served with the Tenant's hearing package on August 25, 2023. The Landlord was not served with the Tenant's evidence, but requested it from the RTB and had time to review the evidence before the hearing.

Based on the Landlord's undisputed testimony, I find the Tenant was deemed served with the Landlord's hearing package and evidence on August 31, 2023, five days after it was sent by registered mail. The Landlord submitted their Canada Post tracking number and receipt as evidence of service.

Issues to be Decided

Should the landlord's 10 Day Notice be cancelled?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Award for Unpaid Rent or Utilities?

Facts and Analysis

This tenancy began August 5, 2023 and the monthly rent is \$2100.00 due the first day of the month, with a security deposit of \$1050.00. The rent for August 2023 was set at \$1762.00, because the tenancy started on August 5, 2023 instead of August 1, 2023.

The Landlord testified as follows. The parties signed the tenancy agreement and the Tenant paid the security deposit on August 5, 2023. The Tenant moved into the rental unit. The Tenant did not pay the August rent on August 5, 2023 because they told the Landlord they had reached their daily e-transfer limit. The Tenant promised to pay August rent on August 6, 2023.

The Tenant did not pay rent on August 6, 2023. The Landlord asked the Tenant to pay the rent on August 6, 2023, and followed up about the rent multiple times with the Tenant over text and email throughout the week of August 6, 2023. The tenant made various excuses, including being at their e-transfer limit again, and being out of town camping, and promised to pay the rent.

The Tenant did not pay the August 2023 rent. The Landlord issued the 10 Day Notice to the Tenant on August 14, 2023 and served it by slipping the 10 Day Notice under the door. The Landlord served the same 10 Day Notice to the Tenant in person on August 16, 2023, and the Tenant told the Landlord they had already received the 10 Day Notice served August 14, 2023.

The Tenant did not pay the August rent after receiving the 10 Day Notice. The Tenant did not pay the rent for September 2023. The total arrears are \$3862.00.

The Landlord provided documentary evidence to support their claims.

Should the landlord's 10 Day Notice be cancelled?

Based on the Landlord's undisputed testimony and supporting evidence, I find the tenant breached the Act by not paying rent in August 2023 and September 2023. I find that the Landlord had a valid reason to issue the 10 Day Notice under section 46 of the Act. The tenant's application to cancel the 10 Day Notice is dismissed.

Is the landlord entitled to an Order of Possession?

I find the 10 Day Notice issued by the Landlord meets the requirements for form and content under section 52 of the Act. I find the 10 Day Notice was given for valid reasons under the Act, and the landlord is entitled to an Order of Possession.

Is the landlord entitled to a Monetary Award for Unpaid Rent or Utilities?

I find the tenant failed to pay \$1762.00 for rent in August 2023. I find the tenant failed to pay \$2100.00 for rent in September 2023. I find that the Landlord is entitled to a Monetary Order for unpaid rent under section 55(1.1) of the Act.

Conclusion

Landlord's Order of Possession

Under sections 46 and 55 of the Act, I find the Landlord is entitled to an Order of Possession. This Order is effective **2 Days after serving this order to the Tenant**, and the Tenant and anyone else occupying the unit must move out 2 days after receiving this Order.

If the Tenant does not move out within 2 days, this Order can be filed in the Supreme Court and enforced as an order of that court. The costs of this enforcement are recoverable from the tenant.

The Tenant is reminded that they are obligated to leave the rental unit reasonably clean and free from damage. The Landlord is reminded to schedule and complete a move out inspection.

Monetary Order for Unpaid Rent

Under sections 55(1.1) and 72 of the Act, I find that the landlord is entitled to monetary order for the unpaid rent of \$3862.00. I order that the landlord retain the security deposit of \$1050.00 with interest in partial satisfaction of the claim. I grant the landlord a monetary order for the balance due of **\$2808.91**.

This order must be served to the tenant. If the tenant does not pay, the order may be filed and enforced in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

Monetary Issue	Granted Amount
Unpaid rent	\$3862.00
Security Deposit with interest	- \$1053.09
Total Amount	\$ 2808.91

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: October 3, 2023

Residential Tenancy Branch