

DECISION

Introduction

This hearing dealt with the Tenant's Application 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 (10 Day Notice) and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act
- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- an order for the Landlord to provide services or facilities required by law under section 27 of the Act
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act
- a Monetary Order for unpaid rent and/or utilities under section 67 of the Act
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Tenant's Proceeding Package was not served in accordance with the Act. The Landlord affirmed not receiving it.

I deem the Tenant was served with the Proceeding Package, in accordance with section 90 of the Act, on January 17, 2024, by registered mail in accordance with section 89(1)

of the Act, the fifth day after the registered mailing. The Landlord provided RTB-55 Proof of Service from containing the tracking number to confirm this service.

Service of Evidence

Based on the submissions before me, I find that the tenant's evidence was not served to the landlord in accordance with section 88 of the Act. The Landlord affirmed not receiving any evidence.

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act. The Landlord affirms the evidence was served as part of the Proceeding Package.

Preliminary Matters

At the outset of the hearing the Landlord sought to increase their monetary claim from \$1750.00 to \$3500.00 to reflect the Tenant's failure to pay \$1750.00 in monthly rent for February 2023, the additional month of unpaid rent waiting for this hearing.

Residential Tenancy Branch Rules of Procedure, Rule 4.2, states that in circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing. I allow the amendment as this was clearly rent that the Tenant would have known about and resulted since the Landlord submitted the application.

As the Tenant, the applicant, chose not to attend the hearing, I dismiss their claims without leave to reapply.

The Landlord provided the file number (910140499) for a previous hearing between the parties on Jan 23, 2024. The decision awarded the Landlord an Order of Possession, and she affirms that she has obtained a Writ of Possession.

Issues to be Decided

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to a Monetary Order for unpaid rent?

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

Background and Evidence

I have heard all the testimony of the parties but will refer only to what I find relevant for my decision.

The Landlord provided a copy of the 10 Day Notice served to the Tenant. It is signed January 2, 2024, with a move out date of January 11, 2024. It requests \$1750.00 that was due on January 1, 2024. The Landlord affirms that rent for January and February of 2023 remains unpaid.

The 10 Day Notice has only the first name of the Tenant.

Analysis

Is the landlord entitled to an Order of Possession?

Section 55(1) of the Act states that if a tenant makes an application to set aside a landlord's notice to end a tenancy and the application is dismissed, the Arbitrator must grant the landlord an order of possession if the notice complies with section 52 of the Act. I find that the Notice complies with section 52 of the Act.

I find that the 10 Day Notice conforms with section 52 of the Act, despite only having the first name of the Tenant. Section 52 does not require the Tenant's name to be on the Notice. Furthermore, I find that the Tenant knew the Notice referred to her as she filed to dispute said 10 Day Notice.

Therefore, I find that the Landlord is entitled to an Order of Possession. However, as the Landlord already received an Order of Possession and has obtained a Writ of Possession, I find the Landlord does not require a second Order of Possession and a second one will not be issued.

Is the landlord entitled to a Monetary Order for unpaid rent?

I find that the landlord has established a claim for \$3500.00 in unpaid rent for January and February of 2023. Therefore, I find the landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act.

Is the landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Under Rule of Procedure 2.3 Arbitrators may use their discretion to dismiss unrelated claims. Therefore, I chose to sever this issue.

For the above reason the Landlord's application for a Monetary Order for damage to the rental unit or common areas is dismissed, with leave to reapply.

Is the Landlord entitled to recover the filing fee for this application from the Tennant?

As the landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

Conclusion

The entirety of the Tenant's application is dismissed without leave to reapply.

I grant the Landlord a Monetary Order in the amount of \$3600.00 under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under sections 55 and 72 of the Act	\$3500.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$3600.00

The Landlord is provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible. Should the Tenant(s) 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 Act.

Dated: February 11, 2024

Residential Tenancy Branch