



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding FORUM EQUITY PARTNERS  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Introduction**

This hearing was convened in response to applications by the landlord and the tenant.

The landlord's application is seeking orders as follows:

1. For an order of possession based on unpaid rent;
2. For a monetary order for unpaid rent; and
3. To recover the cost of filing the application.

The tenant's application is seeking orders as follows:

1. To cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") issued on March 12, 2024; and
2. To dispute an Additional Rent Increase for Capital Expenditures.

Only the landlord's agents appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions at the hearing.

The landlord acknowledged that they received the tenant's application by email on March 21, 2024. The landlord indicated that they served the tenant's their application by email on March 28, 2024. The parties had agreed in the addendum to their tenancy that email service is a permissible method for serving and delivering documents. Filed in evidence is a copy of the addendum.

### **Background and Evidence**

The tenancy began on January 11, 2024. Rent in the amount of \$1,950.00 was payable on the first of each month. A security deposit of \$975.00 was paid by the tenant. Filed in evidence is a copy of the tenancy agreement.

The tenant confirmed in their application that they received the Notice on March 12, 2024. Filed in evidence is a copy of the Notice.

The tenant stated the reasons they failed to pay rent was described in their application as follows:

“Because I am paying 75% more than two tenants in the building for the exact same room and I recently was laid off from my job and cannot afford 2000 a month while I’m unemployed”

The landlord’s agent testified that the tenant did not pay any rent for March 2024 and has failed to pay rent for April 2024. The landlord seeks an order of possession, a monetary order and seeks to offset the amount owed with the security deposit of \$975.00 and interest of \$7.91.

## Analysis

Upon review of the Notice, I find the Notice is completed in accordance with the requirements of section 52 of the Act.

Under the legislation the tenant may dispute the Notice for specific reasons, such as they have proof that their rent was paid or that the tenant had the right under the Act to deduct all or a portion from their rent, such as an order from an Arbitrator.

Although the tenant filed an application for dispute resolution within the time limit permitted under the Act, I find the tenant’s application had no merit. The tenant signed a tenancy agreement to pay \$1,950.00 per month. The fact that other renters in the building may pay a lower rent is not grounds under the Act, to withhold rent. This does not constitute an additional rent increase. Nor is the loss of employment grounds not to meet their obligations under the tenancy agreement. I find the tenant breached section 26 of the Act and their tenancy agreement when they failed to pay rent. Therefore, I dismiss the tenant’s application without leave to reapply.

As the tenant’s application is dismissed, I find the landlord is entitled to an order of possession and a monetary order, pursuant to section 55 of the Act.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the

Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

I find that the landlord is entitled to monetary order for the unpaid rent for March and April 2024, pursuant to section 55(1.1) of the Act in the amount of **\$3,900.00**.

I find that the landlord has established a total monetary claim of **\$4,000.00** comprised of the above described amount and the \$100.00 fee paid for this application.

I order that the landlord retain the security deposit of **\$975.00** and interest of \$7.91 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the Act for the balance due of **\$3,017.09**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

### **Conclusion**

The tenant's application is dismissed. The landlord is granted an order of possession and a monetary order for unpaid rent, and the cost of the filing fee. The landlord is authorized to keep the security deposit and interest to offset the amount owed by the tenant.

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: April 29, 2024

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Residential Tenancy Branch