

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
- a Monetary Order for the cost of emergency repairs to the rental unit under sections 33 and 67 of the Act
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

and 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 under section 67 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I find that the Tenant(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

Service of Evidence

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

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.

Issues to be Decided

Is the tenant entitled to more time to apply to cancel the landlord's 10 Day Notice?

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

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

Is the tenant entitled to a Monetary Order for the cost of emergency repairs?

Is the tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement?

Is the tenant entitled to a Monetary Order for compensation for damage or loss under the Act?

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

Facts and Analysis

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

Is the tenant entitled to more time to apply to cancel the landlord's 10 Day Notice?

The Tenant did not provide any evidence of exceptional circumstances as defined in section 66 of the Act and is required by the same section for a time limit to be extended.

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

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

The Landlord provided a copy of the 10 Day Notice. It is signed March 5, 2024, with a move out date of March 18, 2024. It requests \$5956.00 in unpaid rent.

The Landlord provided a photograph of the Notice posted on the Tenant's door, as well as a witnessed Proof of Service RTB with a date of March 5, 2024.

The Landlord provided a copy of the tenancy agreement showing a \$650.00 security deposit. He also provided a copy of a Notice of Rent Increase RTB-7 showing a current monthly rent of \$1326.00.

The Landlord provided a copy of the Tenant's ledger showing rent for January, February and March of 2024, was not paid. It also shows a balance owing of \$1978.00 on

December 18, 2023. The Landlord affirms that the requested \$5956.00 remains unpaid as well as April 2024 rent, a total of \$7282.00.

I find that the 10 Day Notice was duly served to the tenant on March 8, 2024, and the rent requested on the Notice and the additional month of April 2024 remains unpaid. Therefore, I find that the landlord is entitled to an Order of Possession based on the 10 Day Notice under sections 46 and 55 of the Act.

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

I find that the landlord has established a claim for \$7282.00 in unpaid rent. Therefore, I find the landlord is entitled to a Monetary Order for unpaid rent under section 55 and 72 of the Act.

Is the tenant entitled to a Monetary Order for the cost of emergency repairs?

As the 10 Day Notice was not cancelled and the landlord is being given an Order of Possession, this issue was not adjudicated and is dismissed, without leave to reapply.

Is the tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement?

As the 10 Day Notice was not cancelled and the landlord is being given an Order of Possession, this issue was not adjudicated and is dismissed, without leave to reapply.

Is the tenant entitled to a Monetary Order for compensation for damage or loss under the Act?

As the 10 Day Notice was not cancelled and the landlord is being given an Order of Possession, this issue was not adjudicated and is dismissed, without leave to reapply.

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

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

I grant an Order of Possession to the Landlord **effective at 1:00 PM on April 30, 2024, after service of this Order on the Tenant(s)**. Should the Tenant(s) 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.

I grant the Landlord a Monetary Order in the amount of **\$7382.00** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under sections 55 and 72 of the Act	\$7282.00

authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$7382.00

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.

The Landlord may retain the tenant's security deposit of \$650.00 as partial satisfaction of the monetary order.

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: April 23, 2024

Residential Tenancy Branch