

## **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
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- authorization to change the locks to the rental unit under section 70(2) of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 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 to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act
- an order to allow access to or from the rental unit for the Tenant or the Tenant's guests under sections 30 and 62 of the Act
- an order for the Landlord to provide services or facilities required by law under section 27 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 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
- 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 affirms not receiving a Proceeding Package from the Tenant.

I find that the Tenant is deemed served with the Proceeding Package, in accordance with section 90 of the Act, on July 2, 2024, by registered mail in accordance with section

89(1) of the Act, the fifth day after the registered mailing. The Landlord provided a copy of a Proof of Service RTB-55 containing a tracking number to confirm this service.

## **Service of 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.

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 and will not be considered. The Landlord affirms not receiving any evidence.

## **Issues to be Decided**

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

Is the Tenant entitled to an order to suspend or set conditions on the Landlord's right to enter the rental unit?

Is the Tenant entitled to authorization to change the locks to the rental unit?

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 damage or loss under the Act, regulation or tenancy agreement?

Is the Tenant entitled to an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided?

Is the Tenant entitled to an order to allow access to or from the rental unit?

Is the Tenant entitled to an order for the Landlord to provide services or facilities required by law?

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

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

## **Facts and Analysis**

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

The Landlord provided a copy of the Tenancy agreement, rent is \$700.00, due on the first day of each month, with security deposit of \$350.00.

The Landlord further provided a copy of a Housing Operator Agreement showing they are the property managers for the landlord shown in the tenancy agreement.

The Landlord also provided a copy of a death certificate showing the tenant listed on the tenancy agreement died on February 11, 2024.

The tenancy agreement shows S.W. as an occupant, not as a tenant.

The Landlord confirms not wanting to pursue the unpaid rent.

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

The Landlord provided a copy of the 10 Day Notice. The Tenant is named as the "Estate of" the person named as Tenant in the tenancy agreement. It is signed June 12, 2024, with a move out date of June 27, 2024. It requests \$2650.00 in unpaid rent.

The Landlord affirms sending the Notice by registered mail on June 12, 2024.

The Landlord further affirms that \$850.00 was paid on July 2, 2024, but that \$1710.00 of the \$2650.00 requested in the Notice remains unpaid. He further affirms that rent for July 2024 has not been paid.

For the above reasons, the tenant's application for cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) and an extension of the time limit to dispute the One Month Notice under sections 47 of the Act is dismissed, without leave to reapply.

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.

Therefore, I find that the Landlord is entitled to an Order of Possession.

**Is the Tenant entitled to an order to suspend or set conditions on the Landlord's right to enter the rental unit?**

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 authorization to change the locks to the rental unit?**

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 damage or loss under 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 an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided?**

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 to allow access to or from the rental unit?**

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 for the Landlord to provide services or facilities required by law?**

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 recover the filing fee for this application from the Landlord?**

As the Tenant was not successful in this application, the Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without 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**

I grant an Order of Possession to the Landlord **effective seven (7) days 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 **\$100.00** under the following terms:

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

<b>Total Amount</b>	<b>\$100.00</b>
---------------------	-----------------

The Landlord may retain the amount of the Monetary Order from the tenant's security deposit as full 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: July 26, 2024

---

Residential Tenancy Branch