

DECISION

Introduction

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 under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

and 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 Two Month Notice to End Tenancy for Landlord's Use of Property (Two Month Notice) under section 49 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord(s) was not served the Proceeding Package in accordance with the Act. The Landlord affirms not receiving it.

I find that the Tenant(s) was served the Proceeding Package in accordance with the Act. The Landlord affirms serving it by registered mail and provided the tracking number RN831263397CA which shows the Tenant signed for it on August 19, 2024.

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 the Act. The Landlord affirms 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 that their evidence was served as part of the Proceeding Package.

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 landlord entitled to a Monetary Order for unpaid rent?

Should the Landlord's Two Month Notice be cancelled?

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

Facts and Analysis

At the outset of the hearing the landlord sought to increase their monetary claim from \$985.00 to \$2955.00 to reflect the tenant's failure to pay \$985.00 of monthly rent for both August and September of 2024, the additional months of unpaid rent waiting for this hearing.

Residential Tenancy Branch Rules of Procedure, Rule 7.12, 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.

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 a rent increase form showing the current monthly rent is \$1585.00. The Landlord affirms that \$600.00 of that is being paid directly to them as a government subsidy, while the Tenant is responsible for the remainder.

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. It is signed July 23, 2024, with a move out date of August 7, 2024. It requests \$985.00 that was due on July 1, 2024.

The Landlord affirms that the \$985.00 requested in the Notice remains unpaid. He further affirms that the further \$1970.00, \$985.00 from August 2024 and \$985.00 from September 2024, remains unpaid.

For the above reasons, the tenant's application for cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under section 46 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 landlord entitled to a Monetary Order for unpaid rent?

I find that the landlord has established a claim for \$2955.00 in unpaid rent for July, August and September of 2024. Therefore, I find the landlord is entitled to a Monetary Order for unpaid rent under section 55 and 72 of the Act.

Should the Landlord's Two Month Notice be cancelled?

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 September 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 **\$3055.00** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under sections 55 and 72 of the Act	\$2955.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$3055.00

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:

September 6, 2024

Residential Tenancy Branch