



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNRL, CNR-MT

### Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlords requested:

- an Order of Possession for unpaid rent pursuant to section 55; and
- a monetary order for unpaid rent pursuant to section 67.

The tenant requested:

- cancellation of the landlords’ 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- more time to make an application to cancel the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and arguments. The parties acknowledged receipt of evidence submitted by the other.

### Issue(s) to be Decided

Should the 10 Day Notice for Unpaid Rent or Utilities be cancelled? If not, is the landlord entitled to an Order of Possession based on the 10 Day Notice?

Is the landlord entitled to a monetary award for unpaid rent or money owed under the tenancy agreement, regulation, or *Act*?

Should the tenant be given more time to file an application for dispute resolution?

### Background and Evidence

The landlord gave testimony regarding the following facts. This tenancy began on March 1, 2024, with monthly rent set at \$3,200.00, payable on the first of each month. The landlord collected, and still holds, a security deposit of \$1,600.00. The tenant continues to reside in the rental unit.

The landlord issued the 10 Day Notice on August 5, 2024 by posting the notice on the tenants door. The landlord testified that the tenant has not paid the rent for August or September for a total of \$7,200.00 in unpaid rent. The landlord testified that the tenant also owes \$1,137.45 in unpaid utilities.

The tenant testified that he is jobless and has no money. The tenant testified that all he was asking for is a little more time and then he will move out.

### Analysis

Although the tenant filed for an extension of time to file the application, his intent was an extension of time to move out, accordingly; an extension is not required, and I dismiss that portion of the tenant's application.

Section 55(1) of the *Act* reads as follows:

- 55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if
- (a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and
  - (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

The tenant did not dispute the landlord's testimony and confirmed the details of the unpaid rent. The tenants request to cancel the notice is dismissed without leave to reapply. I find that the 10 Day Notice complies with section 52 of the *Act*.

Based on my decision to dismiss the tenant's application for dispute resolution and pursuant to section 55(1) of the *Act*, I find that this tenancy ended on the corrected effective date of the 10 Day Notice, August 18, 2024. I find that the landlord is entitled to a 7 day Order of Possession. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 7 days required, the landlords may enforce this Order in the Supreme Court of British Columbia.

The landlords provided undisputed evidence that the tenant failed to pay the rent in full for the months of August and September 2024. Therefore, I find that the landlord is entitled to \$7,200.00 in arrears for the above period.

The landlords continue to hold the tenant's security deposit in the amount of \$1,600.00. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlords to retain the tenant's \$1,600.00 security deposit and accrued interest of \$23.72 in partial satisfaction of the monetary claim leaving an amount payable to the landlord of \$5,576.28.

The landlord did not provide sufficient evidence of an updated and specific demand letter for the unpaid utilities, I hereby dismiss this portion of his application with leave to reapply.

### Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

The landlord has established a claim for \$5,576.28. I grant the landlord an order under section 67 for the balance due of \$5,576.28. This order may be filed in the Small Claims 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 *Residential Tenancy Act*.

Dated: September 17, 2024

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Residential Tenancy Branch