

DECISION

Introduction

This hearing dealt with two Applications for Dispute Resolution from the Tenant under the *Residential Tenancy Act* (the Act), the first of which was for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act

The second such Application was for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act
- authorization to change the locks to the rental unit under section 70(2) of the Act
- authorization to recover the filing fee for the application from the Landlord under section 72 of the Act

Tenant MA attended the hearing.

HF, rental manager, attended the hearing for the Landlord.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord was served both Notices of Dispute Resolution by email to an address provided for service. HF acknowledged receiving the Tenant's second Notice of Dispute Resolution and that email was provided as a mode of service on the Tenancy Agreement. During the hearing, MA testified that he reviewed his emails and sent the Notice of Dispute Resolution by email to HF on August 28th, 2024. I find that the Landlord is deemed served the first Notice of Dispute Resolution on August 31st, three days after the email was sent.

Preliminary Matters

At the outset of the hearing, HF provided the correct spelling of the Landlord's name. The application has been amended accordingly.

The Tenants failed to submit a copy of the 10 Day Notice in their application to cancel that notice, contrary to Rule 2.5 of the Rules of Procedure. However, MA consented to

HF providing such a notice in evidence. I therefore permitted HF to testify to the contents of the Notice, and provide it to the RTB following the hearing, which was done.

Issues to be Decided

Should the Landlord's One Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

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 authorization to change the locks to the rental unit?

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

Background and Evidence

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

Evidence was provided showing that this tenancy began on August 1st, 2024, with a monthly rent of \$2,600.00, due on first day of the month, and with a security deposit in the amount of \$1,300.00, which the parties agreed was paid on July 26th.

MA testified that the Tenants left the rental unit on September 29th. HF confirmed that the Landlord had recovered possession of the rental unit.

The Landlord gave a One Month Notice on August 18th, 2024.

HF testified that the Landlord gave a 10 Day Notice on September 5th, after the Tenants failed to pay rent for September. He testified that the amount cited on the Notice was \$2,600.00, due on September 1st, that the Notice was signed on September 5th, and provided the address of the rental unit. He testified that

HF testified that the Tenants have not paid any amount towards September rent.

Analysis

Should the Landlord's One Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

As the tenancy is at an end, this application is moot.

Therefore, the Tenant's application for cancellation of the Landlord's One Month Notice to End Tenancy for Cause under section 47 of the Act is dismissed, without leave to reapply.

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

While the tenancy is at an end, and the question of an order of possession is moot, subsection 55(1.1) directs me to grant a monetary order for the unpaid rent if a 10 Day Notice is upheld.

The Landlord testified to the contents of the 10 Day Notice in the hearing and provided a copy of the Notice to the RTB following the hearing, as directed.

I find that the 10 Day Notice complies with section 52 of the Act. I accept the Landlord's testimony, which was not disputed by MA, that the Tenants failed to pay rent in September and have not paid any amount with respect to September rent thereafter.

Section 55 of the Act states that if a Tenant applies to dispute a 10 Day Notice, and the Notice is upheld, the Landlord must be granted a Monetary Order for the unpaid rent.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act, in the amount of \$2,600.00.

The parties agreed that a security deposit of \$1,300.00 was paid on July 26th, 2024. Under section 72 of the Act, I have discretion to order that the security deposit be set off against any monetary order, and I see no reason not to do so in this instance. I therefore authorize the Landlord to retain the security deposit, plus interest, in partial satisfaction of the Monetary Order. The interest on the deposit I calculate in accordance with the Regulations to be \$7.38.

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

As the tenancy is at an end, this application is moot.

For the above reasons, the Tenant's application for authorization to change the locks to the rental unit under section 70(2) of the Act is dismissed, without leave to reapply.

Conclusion

The Tenant's application for cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act is dismissed, without leave to reapply.

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.

I grant the Landlord a Monetary Order in the amount of **\$1,292.62** under the following terms:

| Monetary Issue | Granted Amount |
|--|-----------------------|
| a Monetary Order for unpaid rent under section 55 of the Act | \$2,600.00 |
| (less) authorization for the Landlord to retain the security deposit | (\$1,307.38) |
| Total Amount | \$1,292.62 |

The Tenant's application for authorization to change the locks to the rental unit under section 70(2) of the Act is dismissed, without leave to reapply.

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: October 10, 2024

Residential Tenancy Branch