

## **DECISION**

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by both parties under the *Residential Tenancy Act* (the Act) for:

- Order of Possession based on an undisputed 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 3, 2024 (10 Day Notice)
- Filing fee
- For more time to make an application to cancel a 10 Day Notice
- For an order directing the Landlord to comply with the Act, Regulation or tenancy agreement.

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### **Preliminary Matters**

As the Tenant did not serve their application in a method permitted under the Act, I find dismiss the Tenant's application due to a service issue.

During the hearing the Tenant would not cease interrupting after being cautioned to stop. As a result, the Tenant was muted during the hearing and was advised that if they disconnected from the hearing, the hearing would continue. The Tenant almost immediately disconnected from the hearing at this point at 9:53 AM and did not call back into the hearing that ended after 35 minutes.

### **Issues to be Decided**

- Should an Order of Possession be granted?
- If yes, should a Monetary Order be issued for unpaid rent?
- Is the Landlord entitled to the filing fee?

### **Facts and Analysis**

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

A copy of the tenancy agreement was submitted in evidence, which began on September 24, 2024. Monthly rent is \$1,900.00 per month and due on the first day of each month and was never raised during the tenancy.

The 10 Day Notice was reviewed and is dated October 3, 2024, with an effective vacancy date of October 13, 2024. The Tenant confirmed that it was posted to their door on October 3, 2024. As the Tenant failed to prove service, I find the 10 Day Notice was undisputed.

The Landlord Agent testified that \$1,900.00 owed as of October 1, 2024, was not paid until November 6, 2024. The Landlord Agent stated that while Tenant mentioned that October 2024 rent would be paid by a non-profit organization (NPO), a NPO did not end up paying rent for the Tenant as the Tenant claims.

The Landlord Agent confirmed that the November 6, 2024, payment was put towards the October 2024 rent owed and not November 2024 rent. The Landlord Agent stated that November 2024 rent and an Order of Possession is sought.

As the Landlord's claim had merit, I grant the Landlord the **\$100.00** filing fee under section 72 of the Act.

As I have dismissed the Tenant's application due to insufficient proof of service, I grant the Landlord the unpaid rent under sections 26 and 55(1.1) of the Act in the amount of **\$1,900.00** for November 2024 rent arrears.

Under section 67 of the Act, I grant a total Monetary Order of **\$2,000.00** as indicated above.

As rent was not paid for November 2024, and rent was not paid within 5 days of October 3, 2024, when the Tenant stated they received the 10 Day Notice, I find the tenancy must end in accordance with section 46(5) of the Act.

I grant an Order of Possession effective **November 19, 2024, at 1:00 PM.**

## **Conclusion**

The Tenant's application is dismissed in full due to a service issue, without leave to reapply.

The Landlord is granted an Order of Possession and Monetary Order.

The Landlord is provided with both Orders. The Monetary Order is enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00. The Order of Possession is enforced in the Supreme Court of British Columbia.

The decision will be emailed to both parties.

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: November 12, 2024

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Residential Tenancy Branch