



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR, MNR-DR, FFL, CNR, CNC

Introduction

This hearing dealt with cross-applications pursuant to the *Residential Tenancy Act* (the *Act*) for:

The Landlord requested:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72 .

The Tenant requested:

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause (" 1 Month Notice"), pursuant to section 47.

Both parties gave affirmed evidence and confirmed that they had exchanged their documentary evidence.

Issues(s) to be Decided

Should the 10 Day Notice 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*?

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

Should the 1 Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession based on the 1 Month Notice?

Background and Evidence

The Landlord gave testimony regarding the following facts. This tenancy began on April 1, 2024, with monthly rent set at \$1,500.00, payable on the first of each month. The Landlord collected, and still holds, a security deposit of \$750.00 and a pet deposit of \$750.00. The tenant continues to reside in the rental unit.

The Landlord issued the 10 Day Notice on January 2, 2025, to the Tenant for failing to pay the January rent. The Landlord testified that the Tenant has paid \$750.00 of the rent but as of this hearing, there remains an unpaid balance of \$750.00. The Landlord seeks an order of possession and a monetary order for the unpaid rent and the recovery of the filing fee for this application.

MB testified that her son would catch up on all unpaid rent. MB testified that he is in between paycheques and will do his best to pay all outstanding rent as soon as possible. MB testified that she may be able to assist in paying the rent as well. MB testified that her son would like to continue living in the unit.

Analysis

The Tenant failed to pay their rent in full within five days of being deemed to have received the 10 Day Notice on January 2, 2025. Although the Tenant has filed an application, both parties confirmed that the Tenant has failed to pay the rent in full within five days of receiving the notice as required under section 46(4)(a) of the Act. As a result, I dismiss the Tenants application to cancel the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

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.

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 has ended and that the Landlord is entitled to an Order of Possession, that order is effective at 1:00 p.m. on February 15, 2025. 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 as required, the Landlord may enforce this Order in the Supreme Court of British Columbia.

The Landlord continues to hold the Tenant's security and pet deposit in the amount of \$1,500.00 along with the accrued interest of \$30.94. I find that the Landlord is entitled to the recovery of \$100.00 filing fee from the Tenant.

The Landlord is entitled to the \$750.00 of unpaid rent and \$750.00 of rent for February 1-15, 2025.

In accordance with the offsetting provisions of section 72 of the *Act*, I order the Landlord to retain \$1500.00 from the Tenants deposit in partial satisfaction of the monetary claim. The \$30.94 of accrued interest will be applied against the filing fee leaving an amount payable to the Landlord of \$69.06.

As I have found that the tenancy is over, I need not consider the One Month Notice to End Tenancy for Cause.

Conclusion

I grant an Order of Possession to the Landlord. Should the Tenant 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 issue a \$69.06 Monetary Order in favour of the Landlord under the following terms, which allows the Landlord to recover unpaid rent and the filing fee, and allows the Landlord to retain the Tenant's security deposit:

Item	Amount
Unpaid Rent for January 2025	\$750.00
Rent Payable for February 1-15, 2025	750.00
Recovery of Filing Fee	100.00
Less Security, Pet Deposit and interest	-1,530.94
Total Monetary Order	\$69.06

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 *Residential Tenancy Act*.

Dated: January 30, 2025

Residential Tenancy Branch