

## **DECISION**

### **Introduction**

This hearing was convened based on the Landlord's Applications for Dispute Resolution made by Direct Request pursuant to section 38.1 of the Residential Tenancy Act (the "Act"). In Interim Decisions dated March 24, 2025, and March 31, 2025, an adjudicator adjourned the matters to a participatory hearing. Those interim decisions are incorporated by reference and should be read in conjunction with this decision.

The Landlord applied for:

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under sections 47 and 55 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

And:

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

### **Service of Notices of Reconvened Hearing and Interim Decision**

The Landlord submitted a Canada Post Customer Receipt containing a tracking number to support that they served the Tenant with the Notice of Reconvened Hearing regarding the Landlord's application for an Order of Possession based on a One Month Notice (File Number 910189186) by registered mail on March 24, 2024.

The Landlord submitted a Proof of Service document to support that they served the Tenant with the Notice of Reconvened hearing and interim decision regarding the Landlord's application for an Order of Possession and Monetary Order based on unpaid

rent (File Number 910190166) in person on March 31, 2025. The Proof of Service document is signed by the Tenant.

Based on the foregoing, I find that the Tenant was served with notice of this reconvened hearing in accordance with section 89 of the Act.

## **Preliminary Matters**

### *Interim Decisions*

In the Interim Decisions, the Adjudicator's noted discrepancies in the address of the rental property and the name of the Landlord on the tenancy agreement. During the hearing, the Landlord confirmed the correct address of the rental unit and explained that the Landlord no longer list their agent on their tenancy agreements, and thus it was redacted from the agreement submitted into evidence. I accept the Landlord's confirmation of the address of the rental unit and explanation regarding the discrepancy in the Landlord's name. I have proceeded with the hearing on that basis.

### *Tenant Vacated*

At the outset of the hearing, the Landlord testified that the Tenant vacated the rental unit on April 15, 2025, and returned the keys. As a result, the Landlord confirmed that they are no longer seeking an Order of Possession.

Section 62(4)(b) of the Act states an application should be dismissed if the application or part of an application for dispute resolution does not disclose a dispute that may be determined under the Act. I exercise my authority under section 62(4)(b) of the Act to dismiss the Landlord's applications for an Order of Possession based on a One Month Notice and the Landlord's application for an Order of Possession based on a 10-Day Notice without leave to re-apply, because the applications are no longer applicable to the circumstances of the parties.

### *Amend Application*

During the hearing, the Landlord sought to increase their monetary claim for unpaid rent from \$2,700.00 to \$5,400.00 to reflect the Tenant's failure to pay monthly rent in the amount of \$2,700.00 for the month of April, the additional month of unpaid rent waiting for this hearing.

*Residential Tenancy Branch Rules of Procedure*, Rule 4.2, 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.

## **Background and Evidence**

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

Evidence was provided showing that this tenancy began on June 7, 2024. Monthly rent of \$2,700.00 was due on the first day of the month. The Landlord collected a security deposit in the amount of \$1,350.00 which they continue to hold. A copy of the written tenancy agreement is submitted into evidence.

The Landlord testified that the Tenant failed to pay rent owing in the amount of \$2,700.00 that was due on March 1, 2025. For this reason, on March 7, 2025, the Landlord issued a 10-Day Notice which was delivered to the Tenant in person. The Landlord submitted a Proof of Service document containing the signature of the Tenant in support of this service.

A copy of the 10-Day Notice dated March 7, 2025, is submitted into evidence.

The Landlord testified that since the 10-Day Notice was issued, the Tenant has not made any payments toward the outstanding rent and failed to pay rent in the amount of \$2,700.00 that was due on April 1, 2025.

The Landlord is seeking a Monetary Order in the amount of \$5,400.00.

## **Analysis**

### **Is the Landlord entitled to a Monetary Order for unpaid rent?**

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

Based on the documentary evidence and undisputed affirmed testimony of the Landlord, I find that the Landlord has established a claim for unpaid rent owing for the months of March and April in the amount of \$5,400.00,

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act, in the amount of \$5,400.00

**Is the Landlord entitled to recover the filing fees for these applications from the Tenant?**

As the Landlord was successful in their application for a Monetary Order for unpaid rent (File Number 910190166), I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

As the Landlord's application for an Order of Possession based on a One Month Notice to End Tenancy (File Number 910189186), was dismissed I find that the Landlord is not entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

**Conclusion**

I grant the Landlord a Monetary Order in the amount of **\$5,500.00** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 67 of the Act	\$5,400.00
authorization to recover the filing fee for this application from the tenant under section 72 of the Act	\$100.00
<b>Total Amount</b>	<b>\$5,500.00</b>

The Landlord is provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible. Should the Tenants 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: April 16, 2025

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Residential Tenancy Branch