

DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) 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
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- an order requiring the Landlord to return the Tenant's personal property under section 65 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

and the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

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

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I deem the Tenant was served with the Proceeding Package, in accordance with section 90 of the Act, on March 21, 2025, by registered mail in accordance with section 89 of the Act, the fifth day after the registered mailing. The Tenant provided a copy of the Canada Post Customer Receipt containing the tracking number to confirm this service

Service of Evidence

Based on the submissions before me, I find that the Tenant's evidence was not served to the Landlord in accordance with section 88 of the Act. The Landlord denies receiving any evidence from the Tenant.

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act. The Landlord affirms serving it, by registered email, as part of the Proceeding Package

Preliminary Matters

The Landlord affirm receiving an Order of Possession, effective two days after service to the Landlord, from a previous hearing regarding the Landlord's application for an early end to the tenancy; this was confirmed in Residential Tenancy Branch internal systems. The Landlord affirms posting the Order of Possession to the Tenant's door on May 2, 2025. In the absence of contradictory evidence I deem, per section 90 of the Act, the Order of Possession was served to the Tenant on May 5, 2025, and effective on May 7, 2025.

The Landlord affirms the Tenant remains in the rental unit but is in the process of vacating.

Issues to be Decided

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

Is the landlord entitled to a Monetary Order for unpaid rent?

Is the tenant entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit?

Is the tenant entitled to an order requiring the Landlord to return the Tenant's personal property

Is the tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement?

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

Facts and Analysis

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

The Landlord provided a copy of the tenancy agreement showing \$2900.00 of monthly rent is due on the first day of every month.

Should the Landlord's 10 Day Notice be cancelled?

The Landlord provided a copy of the 10 Day Notice. It is signed March 2, 2025, with a move out date of March 12, 2025. It requests \$3100.00 of unpaid rent that was due on March 1, 2025. I find it to be valid notice under section 52 of the Act.

The Landlord affirms posting it on the Tenant's door on March 3, 2025, and provided photographs supporting this. I deem it was served to the Tenant on March 6, 2025.

The Landlord affirms that the requested unpaid rent is the full amount of March 2025 rent and \$200.00 of February 2025 rent. The Landlord affirms the Tenant paid \$60.00 on March 5, 2025, but no other payments after that, and that \$3040.00 of the requested unpaid rent remains unpaid.

As the Tenant failed to pay the outstanding balance within 5 days of receiving the 10 Day Notice, and no evidence was provided that the Tenant withheld rent for a reason allowed under the Act, I decline to cancel the 10 Day Notice.

Is the Landlord entitled to an Order of Possession?

As the Tenant has been served an Order of Possession that was effective on May 7, 2025, I find the tenancy ended on that date, and the Landlord does not require an additional Order of Possession.

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

The Landlord affirms that \$3040.00 of the requested unpaid rent remains unpaid, I find they are entitled to Monetary Order for this unpaid rent.

Rule of Procedure 7.12 states an application can be amended at the hearing 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. If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

The Landlord affirms the Tenant has not paid rent for April and May of 2025. However, Policy Guideline 3 states a tenant is not liable to pay rent after a tenancy agreement has ended. As I find the tenancy ended on May 7, 2025, the Tenant is not liable for rent past that date.

I find the Landlord is entitled to rent for April 2025, \$2900.00, and the first seven days of May 2025, calculated as $\$2900.00/31 \times 7 = \654.84 .

I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 and 55 of the Act for the total amount of \$6,594.84.

Is the Tenant entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit?

As the Landlord has an Order of Possession, and Tenant did not attend the hearing, this issue was not adjudicated and is dismissed, without leave to reapply.

Is the Tenant entitled to an order requiring the Landlord to return the Tenant's personal property

As the Tenant did not attend the hearing, under Rule of Procedure 7.3, this claim is dismissed without leave to reapply

Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement?

As the Tenant did not attend the hearing, under Rule of Procedure 7.3, this claim is dismissed without leave to reapply

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

As the Landlord was partially successful in their application, I find that the Landlord is 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 **\$6,694.84** under the following terms:

| Monetary Issue | Granted Amount |
|--|-------------------|
| a Monetary Order for unpaid rent under sections 67 and 55 of the Act | \$6,594.84 |
| authorization to recover the filing fee for this application from the Tenant under section 72 of the Act | \$100.00 |
| Total Amount | \$6,694.84 |

The Landlord is provided with this Order in the above terms and 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 Act.

Dated: May 15, 2025

Residential Tenancy Branch