



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Introduction**

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55; and
2. A Monetary Order for unpaid rent - Section 67;

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### **Preliminary Matter**

The Parties agree that the Landlord’s last name as set out on the application has been misspelled. Given this agreement I amend the name of the Landlord to the correct spelling.

### **Issue(s) to be Decided**

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to unpaid rent?

### **Relevant Background and Evidence**

The following are agreed or undisputed facts: There is no written tenancy agreement. The tenancy started November 1, 2021 with rent of \$900.00 payable on the last day of each month. The rent was increased to \$1,050.00 with the Tenant’s agreement effective February 27, 2022. The Landlord collected \$450.00 as a security deposit at the start of the tenancy. The rent for March 2023 was reduced by \$200.00 by the

Landlord and on February 28, 2023 the Tenant failed to pay the reduced rent of \$850.00 due for March 2023. The Landlord then served the Tenant with a 10-day notice to end tenancy dated March 2, 2023 (the "Notice"). The Tenant did not dispute the Notice and did not pay the outstanding rent on the Notice. There was no deduction for April 2023 rent which has been unpaid and the Tenant has not moved out of the unit. The Landlord seeks rent for March and April 2023.

### Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the undisputed evidence of unpaid rents of **\$850.00** for March 2023 and **\$1,050.00** for April 2023 I find that the Landlord is entitled to a total of **\$1,900.00**. Deducting the security deposit plus interest of **\$452.57** from the rental entitlement leaves **\$1,447.43** owed by the Tenant.

Section 55(2)(b) of the Act provides that a landlord may request an order of possession of a rental unit a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired. Based on the undisputed evidence that the Landlord gave the Tenant the Notice and that the Tenant did not dispute the Notice I find that the Landlord is entitled to an order of possession effective 1:00 p.m. on April 30, 2023.

Although the Landlord was also seeking an order of possession on the basis of an notice to end tenancy for cause, as the Landlord have been granted an order of possession for the Notice I make no determinations on the notice to end tenancy for cause.

Conclusion

**I order** that the Landlord retain the **deposit** and interest of \$452.57 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$1,447.43**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

**I grant** an Order of Possession to the Landlord effective 1:00 p.m. on April 30, 2023. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia 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 17, 2023

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Residential Tenancy Branch