

DECISION

Introduction

This hearing dealt with the Tenant's Application dated September 11, 2023 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 (the 10 Day Notice) under sections 46 and 55 of the Act
- an order for repairs to be made to the unit under section 32 of the Act
- an order requiring the landlord to comply with the Act, regulation and/or tenancy agreement under section 65 of the Act

It also dealt with the Landlord's Application dated September 15, 2023 for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- an order of possession following issuance of a 10 Day Notice to End Tenancy for Unpaid Rent under sections 46 and 55 of the Act
- a monetary order for compensation for unpaid rent under sections 46 and 55 of the Act
- a monetary order to recover the filing fee under section 72 of the Act

The landlords attended the hearing. The tenant did not attend the hearing. The hearing began at 9:30am and ended at 9:46am.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I am satisfied that the Landlord's Proceeding Package was served in accordance with the Act because it was hand delivered to an adult who lives with the tenant (her 29 year-old son).

Evidence

I am satisfied that the Landlord's evidence was served in accordance with the Act.

Issue(s) to be Decided

Should the 10 Day Notice be cancelled? If not is the landlord entitled to an order of possession?

Is the landlord entitled to monetary compensation for unpaid rent and/or utilities?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

Evidence was provided showing that this tenancy began on January 1, 2023, with a monthly rent of \$3,150.00, payable on the first of the month. No security deposit was paid to the landlord.

The landlord served the tenants with the 10 Day Notice on September 5, 2023 by posting a copy on the door. #RTB-30 was used, it was signed and dated by the landlord, gave the address of the rental unit, and stated the effective date of September 15, 2023.

The tenant filed for dispute resolution on September 11, 2023. The tenant did not make any rent payments in August, September, or October 2023.

Analysis

Should the 10 Day Notice be cancelled? If not is the landlord entitled to an order of possession?

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.

Section 46 of the Act states that upon receipt of a 10 Day Notice the tenant must, within five days, either pay the full amount of the arrears as indicated on the 10 Day Notice or dispute the 10 Day Notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If a tenant who has received a 10 Day Notice does not pay the rent or make an application for dispute resolution, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice.

The tenant disputed the 10 Day Notice within 5 days because it was deemed received on September 8, 2023. However, I find that the tenant did not pay rent at all in August, September, or October 2023.

The 10 Day Notice is valid. I grant the landlord an Order of Possession.

Is the landlord entitled to monetary compensation for unpaid rent and/or utilities?

The landlord is entitled to unpaid rent for the months of August, September, and October 2023, totaling \$9,450.00.

Is the landlord entitled to recover the filing fee for this application from the tenant?

As the landlord was 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

The tenant's application is dismissed without leave to reapply. The landlord's application is granted.

I grant an Order of Possession to the landlord **effective two (2) days after service of this Order on the tenant(s)**. Should the tenant(s) 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 grant a **\$9,550.00** Monetary Order to the landlord. The tenant must be served with **this Order** as soon as possible. Should the tenant fail to comply, it may be enforced in the Small Claims Division of the Provincial Court.

Unpaid rent	\$9,450.00
Plus – Filing Fee	\$100.00
Total	\$9,550.00

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: October 27, 2023

Residential Tenancy Branch