

## **DECISION**

### **Introduction**

This hearing dealt with the Tenant's Applications under the *Residential Tenancy Act* (the "Act") to cancel the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice), and for an order requiring the landlord to comply with the Act, regulation or tenancy agreement.

The Tenant received two 10 Day Notices and filed applications to dispute both Notices. The duplicate applications were joined for this hearing. I find the Landlord acknowledged receiving both the Tenant's hearing packages, and their evidence for both files. I find the Landlord served the Tenant with their evidence in person on September 29, 2023.

### **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 Tenant entitled to an Order for the Landlord to Comply with the Act, Regulation, or Tenancy Agreement?

### **Facts and Analysis**

This tenancy began on October 22, 2021, with a monthly rent of \$1224.00 and a security deposit of \$600.00.

The Landlord testified as follows. The Tenant did not pay the full rent for June and July 2023. The Tenant did not pay rent on August 1, 2023. The Landlord issued the first 10 Day Notice to the Tenant on August 2, 2023. The Tenant paid \$1064.85 for rent on August 25, 2023. The Tenant did not pay rent on September 1, 2023. The Landlord issued a second 10 Day Notice on September 11, 2023. The Tenant paid \$460.00 for rent on September 18, 2023. No other rent payments have been made.

The Tenant's partial rent payments have covered all the unpaid rent for June and July 2023. The Tenant still owes \$8.15 for August rent, and the full rent for September and October 2023. The total arrears are \$2456.15.

The Landlord provided documentary evidence to support their claims.

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

I find the Landlord's 10 Day Notices meet the requirements for form and content under section 52 of the Act. I find the Tenant breached the Act by not paying the full rent from June to October 2023, and the Landlord had a valid reason to issue both 10 Day Notices. I find the total arrears for unpaid rent are \$2456.15. I find the Tenant did not pay the full arrears within 5 days of receiving either of the Landlord's 10 Day Notices.

For the reasons above, the Tenant's applications to cancel both the Landlord's 10 Day Notices are dismissed, without leave to reapply. I find the Landlord is entitled to an Order of Possession under section 46 and 55 of the Act, and a Monetary Order for unpaid rent under section 55(1.1) of the Act.

**Is the Tenant entitled to an Order for the Landlord to Comply with the Act, Regulation, or Tenancy Agreement?**

As this tenancy is ending under section 46 of the Act, the Tenant's application for an order for the Landlord to comply with the Act is dismissed, without leave to reapply.

**Conclusion**

I grant an Order of Possession to the Landlord, **effective 5 days after this Order is served to the Tenant**. The Landlord must serve this Order to the Tenant. The Tenant and anyone else occupying the rental unit must move out of the rental unit 5 days after they receive this Order.

If the Tenant does not comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The Tenant is reminded that the rental unit must be left clean and without damage. The Landlord is reminded to schedule and complete a move out inspection.

Under section 55(1.1) of the Act, I grant the landlord a monetary order for the unpaid rent of **\$2456.15**. I Order the Landlord to retain the security deposit of \$600.00 with interest in partial satisfaction of this debt. I Order the Tenant to pay the Landlord the balance due of **\$1847.21**.

This order must be served to the tenant. If the tenant does not pay, the order may be filed and enforced in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

<b>Monetary Issue</b>	<b>Granted Amount</b>
Unpaid rent	\$2456.15
Security deposit with interest	\$608.94
<b>Total Amount</b>	<b>\$1847.21</b>

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: October 11, 2023

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Residential Tenancy Branch