



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR, LRE, OPR-DR, MNR-DR, FFL

Introduction

- 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 to suspend or set conditions on the landlord's right to enter the rental unit under section 70(1) of the Act
- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice) under sections 46 and 55 of the Act
- a Monetary Order for unpaid rent under sections 26, 55 and 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 find that the landlord served the Proceeding package in accordance with the Act.

Service of Evidence

- The tenant has submitted no evidence.
- 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.

Issue(s) 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 to suspend or set conditions on the landlord's right to enter the rental unit?
- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

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

The landlord affirmed that rent remains unpaid for the months of August and September of 2023. He further affirmed that monthly rent is \$1750 per month, due on the first day of the month. The landlord submitted the tenancy agreement in support of this.

To support the unpaid rent claim, the landlord submitted a 5 min recording of a telephone call between LL and TT where the tenant stated several times that he would not pay rent if the landlord held open houses.

The landlord also submitted a series of text messages to the tenant covering from August 2 to August 22, 2023, that shows multiple requests for the unpaid rent. A series of three emails to the tenant in the same time period also request the unpaid rent. The landlord affirmed that the only response, to both the text messages and emails, from the tenant was an email on August 20, 2023, that had the Notice to Dispute Resolution Proceeding attached, without any other communication.

The landlord affirmed that on September 23, 2023, the tenant called the landlord stating that the landlord had two options. The first was that the tenant stayed until the bailiff removed him and the second option was if the landlord agreed to waive all unpaid rent the tenant would vacate the rental unit on October 1, 2023. The landlord told the landlord an arbitrator would settle the matter.

Analysis

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

I find that the 10 Day Notice was duly served to the tenant on August 8, 2023, and the rent for August and September of 2023 remains unpaid. Therefore, I find that the landlord is entitled to an Order of Possession based on the 10 Day Notice under sections 46 and 55 of the Act.

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

I find that the landlord has established a claim for \$3500.00 in unpaid rent for August and September of 2023. Therefore, I find the landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act.

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

As the 10 day Notice was not cancelled and the landlord is being given an Order of Possession, this issue was not adjudicated and was dismissed, without leave to reapply.

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

As the landlord was successful in this application, the landlord's application for authorization to recover the filing fee for this application from the landlord under section 72 of the Act is granted.

Conclusion

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 the landlord a Monetary Order in the amount of **\$3600.00** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 55 of the Act	\$3500.00
authorization to recover the filing fee for this application from the tenant under section 72 of the Act	\$100.00
Total Amount	\$3600.00

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 *Residential Tenancy Act*.

Dated: October 02, 2023

Residential Tenancy Branch