



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR, CNR, CNC, MNR, FF

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for unpaid rent, strata fines and the filing fee. The tenant applied for an order to cancel the notice to end tenancy. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The testified that she had not served her evidence on the landlord and agreed that she had received the landlord's evidence package. Accordingly, the tenant's evidence was not used in the making of this decision.

### **Issues to be decided**

Is the landlord entitled to an order of possession or should the notice to end tenancy be set aside? Is the landlord entitled to a monetary order for unpaid rent, strata fines and the filing fee?

### **Background and Evidence**

The tenancy started on May 01, 2022. The tenant paid a security deposit of \$1,025.00. The rent is \$2,050.00 per month due on the first day of each month.

The tenant agreed that she had not paid rent for September 2023. On September 09, 2023, the landlord served the tenant with a notice to end tenancy for \$2,050.00 in unpaid rent. The tenant disputed the notice in a timely manner but did not pay rent and continues to occupy the rental unit. At the time of the hearing the tenant agreed that she owed rent for September and October 2023 in the amount of \$4,100.00.

The landlord testified that there were multiple infractions of strata by laws by the tenant and the landlord was served with notices and fines totalling \$868.00. The landlord filed documentation to support his testimony. The tenant took responsibility for the fines and paid \$100.00 towards the outstanding amount. At the time of the hearing, the tenant agreed that she owed the landlord \$768.00 in strata fines.

### **Analysis**

The tenant received the notice to end tenancy for unpaid rent, on September 09, 2023 and did not pay rent within five days of receiving the notice to end tenancy, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The order may be filed in the Supreme Court for enforcement.

I also find that the landlord is entitled to \$4,100.00 for unpaid rent and \$768.00 for strata fines. Since the landlord has proven his case, he is entitled to the recovery of the filing fee of \$100.00, for a total of \$4,868.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord an order of possession effective **two days after service** on the tenant. I also grant the landlord a monetary order in the amount of **\$4,868.00**.

The tenant's application is dismissed in its entirety.

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 31, 2023

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Residential Tenancy Branch