



DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- An Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act

This hearing also dealt with the Tenant's Application 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 (10 Day Notice) and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act
- Cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) and an extension of the time limit to dispute the One Month Notice under sections 47 and 66 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I find that the Tenant was served on April 24, 2025, by registered mail in accordance with section 89(1) of the Act.

Service of 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.

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Issues to be Decided

Is the Tenant entitled to more time to cancel the Landlord's 10 Day Notice?

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 more time to cancel the Landlord's One Month Notice?

Should the Landlord's One Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

Background and Evidence

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

Evidence was provided showing that this tenancy began on May 1, 2017, and with a monthly rent of \$798.29, due on the first of the month.

The Tenant is disputing a 10 Day Notice for Unpaid Rent and a One Month Notice for Cause and seeking more time to dispute both notices. The Landlord filed a cross application seeking an Order of Possession based on the 10 Day Notice for Unpaid Rent.

The Landlord provided proof of service forms to establish the 10 Day Notice for Unpaid rent and One Month Notice for Cause were served April 3, 2025, in person on the Tenant. I will note the One Month Notice is dated April 4, 2025, but the Landlord's agent R.C. (the Landlord's Agent) advised that it was a typo, and it was served April 3, 2025.

The Tenant filed their application April 15, 2025.

10 Day Notice

The undisputed position of the Landlord is that the 10 Day Notice for Unpaid rent was given because the Tenant did not pay rent for April 2025 of \$798.29 (the 10 Day Notice). The move out date on the 10 Day Notice is April 14, 2025. The Landlord's Agent testified that the Tenant made payments towards the unpaid rent on April 8, 2025, of \$680.00 and a second payment of rent on April 16, 2025, of \$120.00. The Landlord's Agent argued the full amount of rent was not paid until after the 5 day deadline. The Landlord provided a rent ledger which supports when the payments were made. The undisputed position of the Landlord is that the Tenant did not pay May 2025 rent and owes \$798.29 for unpaid May 2025 rent.

The Tenant did not attend to present any evidence or submissions about why they needed more time to dispute or any legal reasons to withhold rent.

One Month Notice

The One Month Notice for cause was served for repeated late payment of rent (the One Month Notice). The undisputed position of the Landlord is that since May 2022 the Tenant has been late paying rent 23 times. A summary of rent payments since May 2022 was provided. Additionally, a rent ledger was provided which shows between February 2024 to April 2025, the Tenant was late paying rent every month except October 2024 and November 2024. The Landlord's Agent advised the Tenant was given a 10 Day Notice for Unpaid Rent 11 times. An affidavit and copies of the 10 Day Notice of Unpaid Rent were provided as evidence. Furthermore, the Landlord advised the Tenant was given letters indicating late rent payments were not acceptable. A copy of a letter dated August 8, 2023, stated "As you are aware you are required to pay rent on the 1st of each month. Your defaults have repeated themselves over several months and we are not prepared to allow this to continue". Another letter dated October 4, 2023 stated "You are once again in default of paying your rent on the first of the month. We are demanding immediate payment of the same in accordance with the provisions of your Residential Tenancy Agreement".

The Tenant did not attend to dispute the One Month Notice or provide any arguments for more time to dispute the One Month Notice.

Analysis

Is the Tenant Entitled to More time to Cancel the Landlord's 10 Day Notice?

Section 46 of the Act states that upon receipt of a 10 Day Notice, the tenants 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 the tenants do not pay the arrears or dispute the 10 Day Notice they are conclusively presumed to have accepted the end of the tenancy under section 46(5).

I find that the 10 Day Notice was duly served to the Tenant on April 3, 2025, and that the Tenant had until April 8, 2025, to dispute the 10 Day Notice or to pay the full amount of arrears.

The Tenant has applied for dispute resolution requesting more time to cancel a notice to end tenancy. Section 66 of the Act states that the director may extend a time limit established by the Act only in exceptional circumstances. The director must not extend the time limit to make an application for dispute resolution to dispute a notice to end tenancy beyond the effective date of the notice.

The effective date on the 10 Day Notice was April 14, 2025, and the Tenant made their application for dispute resolution for more time on April 15, 2025, which is after the effective date of the 10 Day Notice. The Tenant did not attend to establish grounds to extend the time. Additionally, even if the Tenant could establish grounds that meet the

requirements of exceptional circumstances, I cannot grant an extension of time once the effective date of the 10 Day Notice has passed. As such, I find that the Tenant is conclusively presumed to have accepted the end of the tenancy under section 46(5). Based on the undisputed testimony and evidence of the Landlord, I find that the 10 Day Notice was given for the valid reason of unpaid April 2025 rent.

Additionally, while the Tenant has paid the unpaid rent, the full amount of rent was not paid within 5 days of receiving the 10 Day Notice. The Landlord's Agent advised the Tenant made payments on April 8, 2025, and December 16, 2025. I find that the full amount of rent was paid past the effective date of the 10 Day Notice. Furthermore, even if an extension was granted the Tenant did not attend to establish a legal reason for withholding rent.

For the above reasons, the Tenant's application for cancellation of the 10 Day Notice and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act is dismissed, without leave to reapply.

Is the Landlord entitled to an Order of Possession based on a Notice to End Tenancy?

Section 55(1) of the Act states that if a tenant makes an application to set aside a landlord's notice to end a tenancy and the application is dismissed, the Arbitrator must grant the landlord an order of possession if the notice complies with section 52 of the Act. I find that the 10 Day Notice complies with section 52 of the Act.

Therefore, I find that the Landlord is entitled to an Order of Possession. I grant the Landlord's application for an Order of Possession based on the 10 Day Notice.

Is the Landlord entitled to a Monetary Order for unpaid rent?

Section 55(1.1) of the Act states that if a tenant makes an application to set aside a landlord's notice to end a tenancy under section 46 of the Act for non-payment of rent, and the application is dismissed, the Arbitrator must grant the landlord an order requiring the repayment of the unpaid rent if the notice complies with section 52 of the Act.

I find that the 10 Day Notice complies with section 52 of the Act. The undisputed testimony and evidence of the Landlord is that the Tenant paid unpaid rent for April 2025 after the 5 day deadline, but continued to occupy the rental unit and did not pay rent for May 2025. Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent in the amount of \$798.29 for May 2025 rent.

Is the Tenant Entitled to More time to Cancel the Landlord's One Month Notice?

Section 46 of the Act states that upon receipt of a One Month Notice, the tenants must, within ten days, file an Application for Dispute Resolution with the Residential Tenancy Branch to dispute the One Month Notice. If the tenants do not dispute the One Month

Notice they are conclusively presumed to have accepted the end of the tenancy under section 47(5).

The Tenant did not attend the hearing to present any evidence for why they are entitled to more time to cancel the One Month Notice.

Rules 7.1 and 7.3 of the Rules of Procedure provide as follows:

Rule 7 – During the hearing

7.1 Commencement of the dispute resolution hearing

The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

Pursuant to section 49(9) of the Act, if a tenant fails to dispute the One Month Notice within the timeframe required, they are conclusively presumed to have accepted the end of the tenancy. As the Tenant did not attend to present any evidence, I decline to grant an extension of the time limit to dispute the One Month Notice.

For the above reasons, the Tenant's application for cancellation of the One Month Notice and an extension of the time limit to dispute the One Month Notice under sections 47 and 66 of the Act is dismissed, without leave to reapply. As such, I find that the Tenant is conclusively presumed to have accepted the end of the tenancy.

Is the Landlord entitled to an Order of Possession based on a Notice to End Tenancy?

Given that I have ended the tenancy under the 10 Day Notice, I find that it is not necessary to consider the One Month Notice. I will note that had the tenancy not ended under the 10 Day Notice, the Landlord provided sufficient evidence to end the tenancy under the One Month Notice. The undisputed evidence and testimony of the Landlord established that the Tenant had been late paying rent at least 3 times. As such, I find that the Landlord has sufficient evidence to establish the reason of cause selected in the One Month Notice.

For the above reasons, the Tenant's application for cancellation of One Month Notice under section 47 of the Act is dismissed, without leave to reapply.

Conclusion

I grant an Order of Possession to the Landlord **effective by 1:00 PM on May 31, 2025, after service of this Order on the Tenant.** Should the Tenant 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 **\$798.29** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 55 of the Act	\$798.29
Total Amount	\$798.29

The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant 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.

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 Act.

Dated: May 20, 2025

Residential Tenancy Branch