

DECISION

Introduction

This hearing 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) under sections 46 and 55 of the Act
- authorization to change the locks to the rental unit under section 70(2) of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

Attending for the Tenant M.P, J.M. Advocate.

Attending for the Landlord N.T.

Preliminary Matters

This matter was reconvened from the original hearing on May 2, 2025 at 9:30a.m.

Rule of Procedure 2.3 states that claims must be related to each other.

Rule of Procedure 6.2 states that an arbitrator may use their discretion to dismiss unrelated claims with or without leave to reapply in accordance with Rule 2.3.

I find it necessary to dismiss the following issues to ensure that the primary matter, the issue of the 10 Day Notice to End Tenancy, is concluded in a timely manner. As such, the following issues are dismissed, with leave to reapply:

- authorization to change the locks to the rental unit under section 70(2) of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

The parties were informed of this, and the Tenant did not raise any concerns indicating that a delay resulting from this decision may result in an urgent safety or health concern.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and evidence

The Tenant submitted evidence that the Landlord was served via registered mail on April 10, 2025. The Landlord acknowledged receiving. Therefore, I find that the Landlord was served in accordance with Sections 88 and 89 of the Act.

During the hearing the Landlord confirmed that they did not submit any evidence.

Issue to be Decided

- Should the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act be cancelled?

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 in August 2015, the current Landlord purchased the property in April 2022. The current monthly rent is \$800.00, due on the first of each month.

The Landlord submits that on April 2, 2025, the Tenant advised she was moving out and moved out her items on April 3, 2024. The Tenant denies this, states that she did move out her items because there are repairs needed in the rental unit and the Landlord kept saying her items were the barrier to completing those repairs.

On April 4, 2025, a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") was given to the Tenant in person.

On April 7, 2025, the Tenant filed to dispute the Notice.

It is not disputed that rent was paid in full, via money order ,on April 7, 2025. It is not disputed that the rent for May 2025 has been paid in full.

Analysis

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

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 the tenant(s) 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).

As I have found the 10 Day Notice was duly served to the tenant(s) on April 4, 2025, I find the tenant had until April 9, 2025, to dispute the 10 Day Notice or to pay the full amount of the arrears.

It is undisputed that the Tenant paid rent on April 7, 2025. Therefore, the Notice is cancelled and of no force or effect.

Conclusion

The Tenant's application is granted for cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under section 46 of the Act.

The 10 Day Notice of April 4, 2025, is cancelled and is of no force or effect.

The tenancy continues until ended in compliance with the Act.

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 7, 2025

Residential Tenancy Branch