



## **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) and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act

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

- For an Order of possession based the 10 Day Notice
- For a monetary order for unpaid rent
- To recover the cost of the filing fee.

Both parties appeared and are noted on the covering page of this Decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires

### **Issue to be Decided**

Should the Notice be cancelled?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to a Monetary Order for Unpaid Rent?

Is the Landlord entitled to recover the cost of the filing fee?

### **Background and Evidence**

The tenancy began on March 1, 2021. Current rent in the amount of \$1,555.00 was payable on the first of each month. A security deposit of \$712.50 was paid by the tenant

The Tenant acknowledged that they received the 10 Day Notice on April 4, 2025. The Tenant stated that they did not pay the rent or dispute the 10 Day Notice within 5 days. The Tenant submits that they paid the rent on April 12, 2025, and disputed the 10 Day Notice on April 21, 2025, after the effective date within the 10 Day Notice.

The Tenant writes in their application the following reasons for disputing the 10 Day Notice:

Hello I am writing to cancel this notice to end tenancy for unpaid rent for I am just a bit late in paying it. I have been seeking work for the past year and a half it has been really hard. I have gone to WORKBC and have done training to further my chances in landing a job to no avail. Finally after what feels like forever I have finally got a reliable job. I only just started last week however I will now have enough to pay on time for the continuing months.

[Reproduced as written]

The Tenant acknowledged that they have now failed to pay rent for May 2025.

The Landlord stated that they are not willing to continue the tenancy.

## **Analysis**

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Upon review of the Notice, I find the 10 Day Notice is completed in accordance with the requirements of section 52 of the Act.

The Tenant acknowledged that they received the 10 Day Notice on April 4, 2025, I find that the Tenant had until April 9, 2025, to dispute the 10 Day Notice or pay the rent. Rent was paid on April 12, 2025, and the Tenant disputed the 10 Day Notice on April 21, 2025, after the effective date of the 10 Day Notice seeking more time to dispute the 10 Day Notice.

However, section 66(3) of the Act states the director must not extend the time limit to make an application for dispute resolution to dispute a notice to end a tenancy that is beyond the effective date of the notice. As the 10 Day Notice was effective on April 17, 2025, and the Tenant filed their application on April 21, 2025. I find I must dismiss the Tenant's application to dispute the 10 Day Notice as it would be beyond the effective date of the notice and is barred from being heard.

As the Tenant did not pay the rent within five days or dispute the 10 Day Notice before the effective date, I find the Tenant was conclusively presumed to have accepted the tenancy ended on April 17, 2025. Therefore, I find the Landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **7 days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

I find the Tenant owes the landlord unpaid rent for May 2025 of \$1,555.00 and the \$100.00 to recover the cost of the filing fee. I grant the Landlord a monetary order in the amount of \$1,655.00. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

The parties agreed at the hearing, if the Tenant pays the full amount of rent today, May 16, 2025, that the Landlord will not enforce the Order of Possession until May 31, 2025. Payment of rent does not reinstate the tenancy.

### **Conclusion**

The Tenant's application is dismissed. The Landlord is granted an order of possession and a monetary order for the unpaid rent and cost of the filing fee.

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 16, 2025

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Residential Tenancy Branch