

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

and the Landlord's application under the Act for:

- 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 section 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

The Landlord submitted a signed Proof of Service which declares that the Tenant was served with the Notice of Dispute Resolution Proceeding by registered mail on May 14, 2025. The Landlord provided a copy of the Canada Post Customer Receipt containing the tracking number to confirm this service.

In accordance with sections 89(1) and 90 of the Act, I find the Tenant is deemed to have received the Proceeding Package on May 19, 2025, the fifth day after the registered mailing.

Based on the testimony of the Landlord, and the Tenant's failure to provide proof of service, I find the Tenant has not served their Proceeding Package or evidence to the Landlord. In addition, I find the Tenant has not submitted any documentary evidence for consideration. I will instead rely on the Tenant's testimony at the hearing.

Given their attendance at the hearing, I find that the Landlord acknowledged service of the notice of hearing and are duly served with notice of the Tenant's dispute in accordance with the Act.

Preliminary Matters

Based on the rent ledger in evidence and the testimony of the parties, I find the amount owing on the 10 Day notice was incorrectly listed as \$2,760.00. Under section 68 of the Act, I amend the amount of rent owing on the 10 Day Notice to \$3,400.00, which is equal to \$680.00 owing per month for five months.

The Landlord sought to increase their claim for unpaid rent to account for the additional rent owing since the 10 Day Notice was issued. Under Rule 7.12 of the Rules of Procedure, I allow the amendment as I find it could be easily anticipated.

Issues to be Decided

Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?

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 written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The Landlord submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement which was signed by the Landlord and the Tenant on July 10, 2014, indicating a monthly rent of \$1,000.00, due on the first day of each month for a tenancy commencing on August 1, 2014. The addendum to the tenancy agreement indicates the Tenant's agreement to provide the required documents to obtain the subsidy at least once every 12 months as a material term of the tenancy agreement.
- A copy of subsidy letters dated September 23, 2024, November 15, 2024, December 2, 2024, January 9, 2025, and January 21, 2025. Requesting the required documents and later indicating that the Tenant's failure to provide proof of income has resulted in the cancellation of their subsidy. The letters notify the Tenant that they are required to pay market rent of \$1,000.00 per month without subsidy.
- A copy of the one-page subsidy application form signed by the Tenant on November 27, 2024, which does not include the required proof of income documents.

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated May 2, 2025, for \$2,760.00 in unpaid rent. The 10 Day Notice provides that the Tenant had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end on the stated effective vacancy date of May 15, 2025.
- A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the 10 Day Notice was posted to the Tenant's door at 9:45 am on May 5, 2025.
- A Direct Request Worksheet showing the rent owing and paid during the relevant portion of this tenancy. The rent ledger indicates the Tenant's rent subsidy of \$680.00 per month was discontinued. The Tenant owes \$680.00 monthly rent since January 1, 2025, when the subsidy was cancelled.
- A copy of use and occupancy receipts for each month for partial rent payments received since January 1, 2025.

The Tenant testified that they called the bank and had their records mailed to them. They then provided that package to their caregiver and asked them to put it through the mail slot for the Landlord's office. The Landlord says they did not receive this package, and this is the first time the Tenant has mentioned this information to the Landlord.

The Landlord says the Tenant has been in frequent contact with their subsidy review clerk and was aware of the documents required and still outstanding.

The Tenant says their rent is automatically withdrawn from their account, and they refuse to pay \$1,000.00 per month because of their issues with cockroaches and rodents. The Tenant does not believe the unit is worth more than \$320.00 per month to rent.

The Landlord says they have reasonable pest control measures in place, and they increased treatments to twice per month last year.

Analysis

Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?

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 does 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) of the Act.

I have reviewed all documentary evidence, and I find that the Tenant failed to provide the required documents to maintain their rental subsidy. I accept the Landlord's convincing testimony, supported by their evidence, that the Tenant failed to qualify for subsidy for 2025. The subsidy was cancelled effective January 1, 2025. The Tenant is therefore obligated to pay the monthly rent in the amount of \$1,000.00. The Tenant owes rent of \$680.00 per month from January 1, 2025, to June 1, 2025.

Although I find the Tenant disputed the 10 Day Notice within five days, I find they have not proven a legal basis for withholding rent. I accept the evidence before me that the Tenant has failed to pay the rent owed in full within the five days granted under section 46(4) of the Act.

Therefore, I find that the Landlord is entitled to an Order of Possession under sections 46 and 55 of the Act.

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

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

Based on the evidence before me, I find that the Landlord has established a claim for unpaid rent of \$680.00 per month owing from January 2025 to June 2025, six months.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act in the amount of \$4,080.00.

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

Conclusion

I grant an Order of Possession to the Landlord **effective June 30, 2025, at 1:00 pm, 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 **\$4,180.00** for rent owed from January to June 2025, and for the recovery of the filing fee for this application. 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.

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: June 3, 2025

Residential Tenancy Branch