



DECISION

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear linked applications.

The Tenant's May 14, 2025 Application for Dispute Resolution under the Act is 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

The Landlord's May 14, 2025 Application for Dispute Resolution under the Act is for:

- An Order of Possession under a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice) pursuant to sections 46 and 55;
- A Monetary Order for unpaid rent or utilities, pursuant to section 67;
- An authorization to recover the filing fee for this application, under section 72

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The Landlord acknowledges service of the Proceeding Package and is duly served in accordance with the Act.

The Tenant acknowledges service of the Proceeding Package and is duly served in accordance with the Act.

Service of Evidence

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

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Issues to be Decided

Should the 10 Day Notice be cancelled? Or is the Landlord entitled to an Order of Possession based on a 10 Day Notice to end tenancy?

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

Is the Landlord authorized to recover the filing fee from the Tenant?

Facts and Analysis

Both parties agree that this tenancy started on October 1, 2024, with a monthly rent of \$1,275.00 due on the first day of each month. A security deposit in the sum of \$637.50 is currently held by the Landlord.

Both parties agree that, on May 8, 2025, the Landlord issued a 10 Day Notice for unpaid rent and utilities (henceforth referred to as the 10 Day Notice). The 10 Day Notice indicated a move-out date of May 18, 2025, and listed \$1,275.00 in unpaid rent that was due on May 1, 2025, and also listed \$190.00 in unpaid utilities following a written demand made on May 8, 2025.

Should the 10 Day Notice be cancelled? Or is the Landlord entitled to an Order of Possession based on a 10 Day Notice to end tenancy?

The Tenant acknowledges receiving the 10 Day Notice on May 8, 2025. The Tenant had five days from receiving the notice, until May 13, 2025, to either pay any of the legitimate arrears or to dispute the 10 Day Notice. The Tenant disputed the 10 Day Notice one day beyond the standard deadline, on May 14, 2025.

The Tenant has applied for more time to dispute the notice. The Tenant states that they have been on medical leave and needed additional help to dispute the notice, which is why they were one day late. I accept this argument based on the Tenant's sworn testimony, and I permit the dispute to stand despite the one-day late filing.

The Tenant agrees that they have not paid May 2025 rent as of the date of this hearing. The Tenant provided reasons for not paying the rent, including the argument that the rental unit needed some emergency repairs. However, the Tenant confirms that they are not out-of-pocket for any emergency repairs.

Section 33 of the Act governs emergency repairs and describes the circumstances where a tenant may deduct emergency repair costs from the rent. In this case, since there are no out-of-pocket costs for the Tenant, the criteria for withholding rent have not been met. I conclude that the Tenant did not have any lawful reasons to withhold May 2025 rent.

Both parties agree that the utilities at the rental unit are under a different tenant's name, under a different tenancy agreement. The Landlord is not out of pocket for the claimed utility losses but is instead acting as a "collector" for the other tenant. This is not the

purpose of the 10 Day Notice unpaid utility provision. Section 46(6) of the Act articulates that a Landlord may issue a 10 Day Notice for unpaid utilities if (a) the tenancy agreement requires the tenant to pay utility charges to the landlord, and (b) the utility charges are unpaid more than 30 days after the tenant is given a written demand for payment of them. I find that both conditions are not met, since the utility charges are not paid to the Landlord, and because Landlord issued their written demand on the same day that they issued the 10 Day Notice. Accordingly, this portion of the 10 Day Notice is dismissed without leave to reapply.

Overall, I only uphold the May 2025 unpaid rent portion of the 10 Day Notice in the sum of \$1,275.00 as valid. Thus, the tenancy ended on May 18, 2025, as per the 10 Day Notice effective date. The Landlord is entitled to an Order of Possession.

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

The Landlord has established that they are owed \$1,275.00 in unpaid rent from May 2025. I award the Landlord with this amount in the Monetary Order. In accordance with section 72(2)(b) of the Act, I am also authorizing the Landlord to retain the full security deposit, in the sum of \$637.50, in partial satisfaction of the monetary award.

Is the Landlord authorized to recover the filing fee from the Tenant?

As the Landlord has established their claim for an Order of Possession and a Monetary Order for unpaid rent from the Tenant, I authorize them to recover the filing fee from the Tenant. This amount has been reflected in the Monetary Order.

Conclusion

I grant the Landlord a Monetary Order in the amount of **\$737.50** under the following terms:

Monetary Issue	Granted Amount
May 2025 rent	\$1,275.00
Security deposit	-\$637.50
Filing fee	\$100.00
Total Amount	\$737.50

I grant a Monetary Order to the Landlord in the amount of \$737.50. 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 and enforced in the Small Claims Court of British Columbia if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

I also grant an Order of Possession to the Landlord effective **seven (7) days** after service of this Order on the Tenant. Should the Tenant or any occupant 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.

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 9, 2025

Residential Tenancy Branch