

## **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
- 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
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act
- an order for the Landlord to provide services or facilities required by law under section 27 of the Act
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) 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

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

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

### **Service of Evidence**

Based on the submissions before me, I find that the Landlord's evidence was sufficiently served to the Tenant for the purposes of this Act.

Based on the submissions before me, I find that the Landlord(s) acknowledged service of the evidence and are sufficiently served for the purposes of this Act.

### **Facts and Analysis**

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

The Landlord provided a copy of a 10 Day Notice. It is signed May 6, 2025, with a move out date of May 19, 2025. It requests \$2350.00 of unpaid rent that was due on May 1, 2025, and \$175.00 of unpaid utilities.

The Landlord affirms posting the above 10 Day Notice on the Tenant's door on May 6, 2025, and provided a photograph supporting this. I deem, per section 90 of the Act, the Tenant received this 10 Day Notice on May 9, 2025.

The Landlord affirms the Tenant remains in the rental unit and has paid \$1700.00 of rent and \$150.00 of utilities, since the May 9, 2025, receipt of the May 6, 2025, 10 Day Notice.

The Landlord provided a copy of a second 10 Day Notice. It is signed July 6, 2025, with a move out date of July 20, 2025. It requests \$5650.00 of unpaid rent and \$75.00 of unpaid utilities.

**Is the Tenant entitled to more time to apply 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?**

Section 46(4) of the Act states that within 5 days after receiving a notice under this section, the tenant may pay the overdue rent, in which case the notice has no effect, or dispute the notice by making an application for dispute resolution.

Section 46(5) of the Act states that if a tenant who has received a notice under this section does not pay the rent or make an application for dispute resolution in accordance with subsection (4), the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit to which the notice relates by that date.

I find the Tenant had until May 14, 2025, to pay the full amount of unpaid rent and utilities or to apply for dispute resolution. The Tenant applied to dispute the 10 Day Notice of May 6, 2025, on July 2, 2025, after the 5 day deadline had passed.

Section 66 of the Act states the director may extend a time limit established by this Act only in exceptional circumstances, other than as provided by section 59 (3) [starting proceedings] or 81 (4) [decision on application for review].

As the Tenant did not attend the hearing and presented no evidence of exceptional circumstances that prevented them from applying to dispute the 10 Day Notice of May 6, 2025, within the five day time period, the Tenant's application for a timeline extension is dismissed without leave to reapply.

As the Tenant failed to comply with section 46(4) of the Act, I find the Tenant is conclusively presumed to have accepted the tenancy ended on May 19, 2025, the effective date of the 10 Day Notice.

As the 10 Day Notice of May 6, 2025, was not cancelled and the Landlord is being given an Order of Possession based on it, the issue of the 10 Day Notice of July 6, 2025, was not adjudicated and is dismissed, without leave to reapply.

Section 55(1) of the Act states that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

As I find the Landlord's One Month Notice to be compliant with section 52 of the Act, and I have dismissed the Tenant's application, I find the Landlord is entitled to an Order of Possession.

#### **Is the landlord entitled to a Monetary Order for unpaid rent?**

Section 55(1.1) of the Act states that if an application referred to in subsection (1) is in relation to a landlord's notice to end a tenancy under section 46 [landlord's notice: non-payment of rent], and the circumstances referred to in subsection (1) (a) and (b) of this section apply, the director must grant an order requiring the payment of the unpaid rent.

Policy Guideline 3 clarifies that a tenant is liable to pay rent until a tenancy agreement ends. As the tenancy ended on May 19, 2025, I find the Tenant began overholding the rental unit as of this date and is not liable for rent after this date.

The Landlord affirms that the Tenant paid a total amount of \$1850.00 after service of the 10 Day Notice of May 6, 2025; I find these monies to have been payments towards the unpaid rent requested on the 10 Day Notice of May 6, 2025. This leaves, from the total requested amount, an unpaid balance of \$675.00.

As such, I find the Landlord is entitled to a Monetary Order for unpaid rent in the amount of \$675.00.

#### **Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act?**

As the Tenant did not attend the hearing, under Rule of Procedure 7.3, this claim is dismissed without leave to reapply

#### **Is the Tenant entitled to an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided?**

As the Tenant did not attend the hearing, under Rule of Procedure 7.3, this claim is dismissed without leave to reapply

**Is the Tenant entitled to an order for the Landlord to make repairs to the rental unit?**

As the 10 Day Notice was not cancelled and the Landlord is being given an Order of Possession, this issue was not adjudicated and is dismissed, without leave to reapply.

**Is the landlord entitled to an order for the Landlord to provide services or facilities**

As the 10 Day Notice was not cancelled and the Landlord is being given an Order of Possession, this issue was not adjudicated and is dismissed, without leave to reapply.

**Is the Tenant entitled to an order to suspend or set conditions on the Landlord's right to enter the rental unit?**

As the 10 Day Notice was not cancelled and the Landlord is being given an Order of Possession, this issue was not adjudicated and is dismissed, without leave to reapply.

**Is the Tenant entitled to authorization to change the locks to the rental unit?**

As the 10 Day Notice was not cancelled and the Landlord is being given an Order of Possession, this issue was not adjudicated and is dismissed, without leave to reapply.

**Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement?**

As the 10 Day Notice was not cancelled and the Landlord is being given an Order of Possession, this issue was not adjudicated and is dismissed, without leave to reapply.

**Conclusion**

I grant an Order of Possession to the Landlord **effective seven (7) days after service of this Order on the Tenant(s)**. Should the Tenant(s) 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 **\$675.00** under the following terms:

<b>Monetary Issue</b>	<b>Granted Amount</b>
a Monetary Order for unpaid rent under sections 55 and 72 of the Act	\$675.00
<b>Total Amount</b>	<b>\$675.00</b>

The Landlord is provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible. Should the Tenant(s) 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 Landlord remains free to seek compensation from the Tenant for their overholding of the rental unit after the tenancy ended on May 19, 2025.

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: August 6, 2025

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Residential Tenancy Branch