

DECISION

Introduction

This hearing was originally scheduled for August 8, 2025, and was adjourned upon request of the tenant due to an unexpected medical emergency. On August 11, 2025, the hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act
- a Monetary Order for unpaid rent and/or utilities under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The tenant requested:

- 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 requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

Preliminary Issue – Request for a Further Adjournment

The landlord’s agents attended the hearing as well as the tenant’s boyfriend. At the outset of the hearing, the tenant’s boyfriend requested a further adjournment of the hearing. The tenant’s boyfriend testified that the tenant was in surgery, and therefore unable to attend. The tenant testified that they were unable to act as agent for the tenant in the hearing.

The landlord opposed the adjournment request. The landlord did not feel that the tenant was credible, and expressed concern about any further delays in dealing with the 10 Day Notice to End Tenancy for Unpaid Rent.

In deciding whether the tenant’s second adjournment application would be granted, I considered the following criteria established in Rule 7.9 of the RTB *Rules of Procedure*, which includes the following provisions:

Without restricting the authority of the arbitrator to consider the other factors, the arbitrator will consider the following when allowing or disallowing a party's request for an adjournment:

- o the oral or written submissions of the parties;*
- o the likelihood of the adjournment resulting in a resolution;*
- o the degree to which the need for the adjournment arises out of the intentional actions or neglect of the party seeking the adjournment; and*
- o whether the adjournment is required to provide a fair opportunity for a party to be heard; and*
- o the possible prejudice to each party.*

I note that this is the second adjournment request by the tenant. While I am sympathetic to the tenant's situation, I am not satisfied that the tenant has justified another adjournment of this matter. As stated in my Interim Decision dated August 8, 2025, no further adjournments would be granted barring an extenuating circumstance.

I note that this matter pertains to the matter of a significant amount of unpaid rent, which the landlord argued had not been paid in part or in full. I find that a further delay would significantly prejudice the landlord as this could result in significant liability and losses for the landlord. Furthermore, I am not satisfied that this second adjournment request arises out of circumstances beyond the tenant's control. While I accept that the tenant suffered from a broken arm, and was unable to attend on August 8, 2025, the tenant was provided the opportunity to make arrangements for an agent to attend on August 11, 2025. I also note that the tenant did prepare and submit an evidence package for this hearing, which clearly outlines their arguments. I do not find that another adjournment of this matter would result in a different resolution or outcome of this matter.

For these reasons, the tenant's request for an adjournment was not granted.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

The hearing proceeded as scheduled.

Service of Applications and Evidence

The landlord confirmed receipt of the tenant's application and evidence package, and that they were prepared to proceed with the scheduled hearing.

The landlord provided proof of service to support that the tenant was served with the landlord's dispute resolution package and evidence by way of email service to the email provided by the tenant for service of documents. In accordance with sections 88, 89,

and 90 of the Act, I find the tenant deemed served with the landlord's package, 3 days after emailing.

Preliminary Issue – Landlord's Request to Amend their Monetary Claim

The landlord's agents testified that no rent has been paid for this tenancy, and further rent has accrued since they had filed this application. The landlord requested an amendment to include the August 2025 rent that has not been paid.

RTB Rules of Procedure 4.2 allows for amendments to be made in circumstances where the amendment can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made. On this basis, I have accepted the landlord's request to amend their original application to reflect the additional unpaid rent that became owing by the time this hearing was convened

Issue(s) to be Decided

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

Are the parties entitled to the monetary orders requested?

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

Is the landlord entitled to recover their filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This tenancy began on May 15, 2015, with monthly rent set at \$3,300.00, payable on the first day of the month. The landlord holds a security deposit of \$1,650.00 for this tenancy.

The landlord served the tenant with a 10 Day Notice to End Tenancy on June 25, 2025, by way of email. The tenant filed an application disputing the 10 Day Notice on June 27, 2025, as well as a monetary order for reimbursement of NSF fees. The tenant also requested an order for the landlord to comply with the Act. The landlord filed their own application on July 9, 2025 requesting an Order of Possession pursuant to the 10 Day

Notice, as well as a Monetary Order for Unpaid Rent, late fees, and recovery of strata fines.

The landlord's agent testified that the tenant has not paid any rent whatsoever for the entire tenancy, and despite the landlord providing the tenant additional time and grace to pay the outstanding rent, the tenant failed to provide any payment, or proof of why they were not able to do so. The landlord provided a copy of the tenancy agreement, authorization for pre-authorized debit, and copies of correspondence between the parties. The landlord's agents also requested monetary orders for fines assessed by the strata.

The tenant requested cancellation of the 10 Day Notice as they feel that the landlord's actions prevented them from being able to pay the rent for this tenancy. The tenant argued that the first pre-authorized payment was to be made on June 9, 2025, but the landlord had attempted to withdraw the payment on June 1, 2025 instead. The tenant argued that this caused their bank to lock their funds pending an investigation.

The tenant requested cancellation of the 10 Day Notice, as well as reimbursement of \$150.00 in NSF fees.

Analysis

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

Section 26 of the Act, in part, states as follows:

Rules about payment and non-payment of rent

- 26** (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

In review of the evidence before me, I find that both parties had entered into a tenancy agreement for monthly rent to be set at \$3,300.00, due on the first day of the month. The parties also signed an addendum, which states that per the Pre-Authorized Debit (PAD) form, the rent will be withdrawn on the first day of the month. I am satisfied that the tenant had signed the Pre-Authorized Debit (PAD) agreement, which states that deductions would begin on June 1, 2025.

Although I accept that the landlord did agree to make the first deduction on June 9, 2025 instead, and attempted to make the deduction on June 1, 2025 despite this agreement, I find that the tenant failed to provide sufficient evidence to support that this resulted in their inability to access their funds due to a lockdown or hold by the bank. The tenant did not provide any written statements or confirmations from their bank

confirming that this was actually the case. I also find that that the landlord had waited until June 25, 2025 to serve the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent. Despite waiting a significant period to allow the tenant to make their rent payments, I find that the tenant failed to provide sufficient evidence to support any efforts to make any rent payments whatsoever for this tenancy, whether this be in part, or in full.

I find that the tenant has clearly not paid any rent for this tenancy since they had moved in. As per section 46(4) of the Act, the tenant had 5 days to pay the overdue rent. As the landlord had emailed the tenant the 10 Day Notice on June 25, 2025, the 10 Day Notice is deemed served 3 days later. Accordingly, the tenant had until July 3, 2025 to make a payment, but did not do so. I do not find the tenant's explanation reasonable or credible, especially given the fact that the tenant has not provided any confirmation from their bank of any holds or investigations.

I find the 10 Day Notice to be valid, and complies with section 52 of the Act. As the tenant failed to pay any of the outstanding rent within the five days required under the Act, and as I am not satisfied that the tenant had authorization to withhold any of this rent, I dismiss the tenant's application to cancel the 10 Day Notice to End Tenancy. I find that the landlord is entitled to an Order of Possession for Unpaid Rent.

As the tenant has not vacated the rental unit, I find that the Landlord is entitled to an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act.

As per RTB Policy Guideline #54, an Arbitrator has discretion to extend the effective date of an Order of Possession beyond the usual two days provided, and may consider various factors such as whether the rent has been paid, the length of the tenancy, and what would be considered reasonable provided the circumstances. As the tenant has not paid any of the outstanding rent, I do not find it would be fair or reasonable to the landlord to extend the tenancy any further. Accordingly, I grant the landlord an Order of Possession effective 2 days after service on the tenant.

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

As the tenant has not paid any rent for this tenancy, and the tenant has not moved out at the time of the hearing, I find the Landlord is entitled to a Monetary Order for unpaid rent under sections 26 and 67 of the Act, for May 15 to May 30, 2025, and for the months of June, July, and August 2025, for a total monetary order of **\$11,550.00**.

The landlord also applied to recover \$80.00 in non-sufficient funds charges. As per section 7(1)(d) of the Residential Tenancy Branch Regulation, a landlord may only charge an administration fee of not more than \$25.00 for the return of a tenant's cheque or for late payment of rent. Even though the landlord did include an addendum that sets out a \$40.00 fee for late or returned payments, I find the amount specified exceeds the

allowable amount under the Regulation. As I find this fee does not comply with the RTB Regulation, I dismiss the landlord's claim, without leave to reapply.

Is the Landlord entitled to a Monetary Order for the strata infractions?

The landlord requested reimbursement of \$2,200.00 in strata fines. I find that the landlord has failed to support that any fines have been paid by the landlord as of the hearing date. Accordingly, I dismiss this portion of their application, with leave to reapply. Leave to reapply is not an extension of any applicable timelines.

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.

Under section 72 of the Act, I allow the Landlord to retain the Tenant's security deposit, plus applicable interest, in partial satisfaction of the monetary award granted

Is the Tenant entitled to the Monetary Order Requested?

The tenant requested reimbursement of \$150.00 in NSF fees. As noted above, although I accept that the landlord did make an error in their attempts to withdraw funds on June 1, 2025 despite their agreed extension, I note that the tenant did originally agree for rent to be paid on June 1, 2025, and for funds to be withdrawn on June 1, 2025 as per the pre-authorized debit form signed by the tenant. Accordingly, I find that the tenant was responsible for having sufficient funds as of June 1, 2025 despite the fact that the landlord did agree to an extension.

I am satisfied that the landlord had agreed to reimburse the tenant the first \$50.00 NSF fee, and accordingly, I grant the tenant's claim for \$50.00. I do not find the additional \$100.00 in NSF fees were due to the landlord's contravention of the Act or tenancy agreement, and accordingly, I dismiss these remaining claims without leave to reapply.

Is the Tenant entitled to an Order for the Landlord to Comply with the Act?

I am not satisfied that any additional orders are necessary. Accordingly, I dismiss this portion of the tenant's application, without leave to reapply.

Conclusion

I dismiss the tenant's application for cancellation of the 10 Day Notice. The landlord's application for an Order of Possession is granted, effective two **days after service of this Order** on the tenant. Should the tenant and any occupant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia

I issue a **\$9,946.09** Monetary Order in favour of the landlord under the following terms.

Item	Amount
Unpaid Rent	\$11,550.00
Less Security Deposit plus interest	-1,653.91
Less \$50.00 NSF fee owed to Tenant	-\$50.00
Recovery of Filing Fee for Landlord's Application	\$100.00
Total Monetary Order	\$9,946.09

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

I dismiss the landlord's claim to recover the strata fines, with leave to reapply.

The remaining claims are dismissed, without leave to apply.

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 11, 2025

Residential Tenancy Branch