

DECISION

Introduction

This hearing dealt with an application filed by both the tenant and the landlord pursuant to the Residential Tenancy Act (the “Act”):

The Tenant applied 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
- 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
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

The Landlord applied for:

- an Order of Possession based on unpaid rent 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 Proceedings (Proceeding Packages)

As both parties were in attendance, I confirmed that there were no issues with service of the parties' Proceeding Packages. Based on section 89 of the Act, I find that both parties' were served with the other's application materials.

Preliminary Matters

During the hearing the Landlord sought to increase their monetary claim from \$721.00 to \$1,442.00 to reflect the Tenant's failure to pay rent that was due on October 1, 2025, the additional month of unpaid rent waiting for this hearing.

Residential Tenancy Branch Rules of Procedure, Rule 7.12, states that in circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing. I allow the amendment as this was clearly rent that the Tenant would have known about and resulted since the Landlord submitted their application.

Preliminary Matters

Dismissal of Unrelated Claims with Leave to Reapply

The Tenant applied for several orders in addition to cancellation of the One Month Notice and 10-Day Notice. However, Rule 2.3 of the Residential Tenancy Branch Rules of Procedure states that claims made in an application must be related to each other and authorizes that an Arbitrator may dismiss unrelated claims with or without leave to reapply. Rule 6.2 provides that the Arbitrator may refuse to consider unrelated issues in accordance with Rule 2.3. It states: “. . . if a party has applied to cancel a Notice to End Tenancy or is seeking an order of possession, the arbitrator may decline to hear other claims that have been included in the application and the arbitrator may dismiss such matters with or without leave to reapply.”

As the parties were advised during the hearing, I find the most important issues to determine is whether this tenancy is ended based on the 10-Day Notice. I find the Tenant’s additional claims are unrelated to this issue. Therefore, the following issues are dismissed with leave to reapply:

- 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

Issues to be Decided

Is the Tenant entitled to cancellation of the 10-Day Notice for unpaid rent? If not, is the Landlord entitled to an Order of Possession and Monetary Order for unpaid rent?

Is the Landlord or Tenant entitled to authorization to recover the filing fee for their application from the other party?

Background and Evidence

The parties disagreed as to the date the tenancy started with the Tenant testifying that they moved into the rental unit on May 19, 2024, and the Landlord testifying that the tenancy began on June 1, 2025. The parties agreed that monthly rent at the outset of the tenancy was \$700.00. The Landlord testified that monthly rent was increased to \$721.00 on September 1, 2025, by way of a Notice of Rent Increase. The Landlord testified that they served the Tenant with the Notice of Rent Increase by email, text message and by posting a copy to the door of the rental unit. The Tenant testified that they did not receive the Notice of Rent Increase, noting that they advised the Landlord that email and text message were no longer to be used for communication or service.

The parties agreed that the Landlord collected a security deposit in the amount of \$350.00, which the Landlord continues to hold in trust.

The Tenant acknowledged receipt of the 10-Day Notice, which had been attached to the door of the rental unit on September 3, 2025. The Tenant filed an application to cancel the Notice on September 5, 2025. A copy of the Notice has been submitted into evidence.

The 10-Day Notice is dated September 3, 2025, and specifies an effective move-out date of September 13, 2025. Page 2 of the Notice states that it was issued due to the Tenant's failure to pay rent of \$721.00, which was due on September 1, 2025.

The Landlord testified that the Notice was issued because the Tenant failed to pay rent for September. Since the Notice was issued, the Tenant has not made any payments toward the outstanding rent. The Landlord further testified that rent for October remains unpaid, with a current balance of \$1,442.00, as the Tenant did not pay the full rent due on October 1, 2025.

The Tenant conceded that rent for September was not paid and testified that they withheld payment due to unresolved concerns about the condition of the rental unit. Although the Tenant applied to cancel the 10-Day Notice, they acknowledged that the tenancy would end and stated that they had removed most of their belongings from the unit, with the intention of returning the keys today. The Tenant disputed the claim that rent for October is owed, arguing that the tenancy was ended by the Landlord through the 10-Day Notice and that they are vacating the unit imminently.

In response, the Landlord testified that the Tenant did not provide notice of their intention to vacate and remained in the unit as of October 1, 2025, when rent for the month became due in full.

Analysis

Section 26 of the Act requires tenants to pay rent on time unless they have a legal right to withhold some of the rent. Section 46(1) of the Act allows landlords to end a tenancy if the tenant does not pay rent on time by issuing a 10 Day Notice to End Tenancy for Unpaid Rent.

Upon receipt of a notice to end tenancy issued under section 46 of the *Act*, a tenant has 5 days to either pay the overdue rent or file an application disputing the notice as per section 46(4) of the *Act*.

The consistent testimony of the parties is that the Tenant failed to pay rent that was due on September 1, 2025. Therefore, I find that the 10-Day Notice was issued for a valid reason, namely the non-payment of rent.

Given that the Tenant did not pay the full amount of rent owing within the five-day period, the Tenant has not met the requirements to cancel the notice. Accordingly, the Tenants' application to cancel the 10-Day Notice is dismissed.

As the 10-Day Notice was validly served, the Tenant did not pay the full amount of rent owing within the required timeframe, and the application to cancel the notice has been dismissed, I find that the Landlord is entitled to an order of possession based on section 55(1) of the *Act*, as set out below.

Further, since the application relates to a section 46 notice to end tenancy, the Landlord is entitled to an order for unpaid rent under section 55(1.1) of the *Act*.

While the Landlord submitted a Notice of Rent Increase as evidence, the Tenant denied receiving it. The Landlord did not provide sufficient documentation to establish that the Notice was properly served in accordance with section 88 of the *Act*. As a result, I am not satisfied that rent was due in the amount of \$721.00 for September or October. However, based on the evidence before me, I find that rent of \$700.00 was due in full on both September 1 and October 1, 2025, and remains unpaid. Accordingly, the Tenant is ordered to pay the Landlord \$1,400.00 in outstanding rent.

In accordance with the offsetting provision of section 72 of the *Act*, I authorize the Landlord to retain the Tenant's security deposit plus interest in partial satisfaction of this monetary award.

Is the Landlord or Tenant entitled to authorization to recover the filing fee for their application from the other party?

As the Tenant was not successful in this application, the Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the *Act* is dismissed, without leave to reapply.

As the Landlord was successful in their application, the Landlord is authorized to recover the filing fee paid for their application from the Tenant, as set out below.

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 **\$1,141.90** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 55 of the Act	\$1,400.00
<u>Authorization to recover the filing fee under section 72 of the Act</u>	<u>\$100.00</u>
Authorization to retain the Tenant's Security Deposit	-\$350.00
Interest on the Tenant's Security Deposit	-\$8.10
Total Amount	<u>\$1,141.90</u>

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 and enforced in the Provincial Court of British Columbia (Small Claims Court) 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.

The Tenant's application for a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act, is dismissed with leave to reapply.

The Tenant's application for 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, is dismissed with leave to reapply.

The Tenant's application for an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act, is dismissed with leave to reapply.

The Tenants' application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

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: **October 10, 2025**

Residential Tenancy Branch