

DECISION

Introduction

This hearing dealt with cross applications for Dispute Resolution under the *Residential Tenancy Act* (“Act”) by the parties.

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 the cost of emergency repairs to the rental unit under sections 33 and 67 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 for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 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 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 under section 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Tenant S.S. attended the hearing for the Tenant.

Landlord N.P. attended the hearing for the Landlord.

Service of Notice of Dispute Resolution Proceeding (Proceeding Packages)

Both parties acknowledged receipt of the Proceeding Packages and raised no concerns regarding service. I therefore found the Proceeding Packages duly served in accordance with the Act, and the hearing proceeded as scheduled.

Service of Evidence

Both parties acknowledged receipt of the documentary evidence and agreed to its inclusion.

Due to this agreement, I find the parties' evidence properly served using my authority under section 71(2) of the Act and accepted it for consideration.

Preliminary Matter – Severing Issues

Rule 2.3 of the *Residential Tenancy Branch Rules of Procedure* states that claims must be related to each other, and that if, in the course of the dispute resolution proceeding the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

I informed the parties at the outset of the hearing that due to the requirements under Rule 2.3 that claims be related to each other, I was only going to hear the most urgent claim, which was whether the 10 Day Notice would be cancelled and that the tenancy would continue and if not, whether the Landlord was entitled to an Order of Possession.

I have determined the following issues in the Tenant's application are related to the 10 Day Notice:

- a Monetary Order for the cost of emergency repairs to the rental unit under sections 33 and 67 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 requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

As such, I will adjudicate the above claims.

The following issue in the Tenant's application is 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

Leave to reapply is not an extension of any applicable time limit.

Issues to be Decided

Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

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

Is the Tenant entitled to a Monetary Order for the cost of emergency repairs to the rental unit under sections 33 and 67 of the Act?

Is the Tenant entitled to an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act?

Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act?

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

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

Background and Evidence

I have reviewed the parties' documentary evidence and their oral testimony, but will refer only to find relevant for my decision.

Both parties agreed that this tenancy began on July 15, 2021, with a current monthly rent of \$1,467.00, due on first day of the month, with a security deposit in the amount of \$675.00.

The Landlord submitted a proof of service RTB #34 indicating that they served the 10 Day Notice on the Tenant on September 4, 2025 by attaching a copy of it to the door of the rental unit.

A copy of the 10 Day Notice was put into evidence by the Tenant. In it, it indicates that the Tenant failed to pay September rent in the amount of \$1,467.00, a balance of \$19.00 owing from August rent and an amount of \$50.00 as late fee for September rent.

The Landlord stated that the actual amount of September late fee is \$30.00 per the Tenancy Agreement.

The Tenant acknowledged that there is an outstanding balance of \$19.00 in August 2025 and that the rent for September and October 2025 remains unpaid. They also acknowledged there is a late fee of \$30.00 associated with tenancy.

The Tenant disputed the 10 Day Notice on September 10, 2025, claiming that they have been withholding the rent because they have incurred expenses in relation to a cockroach infestation issue.

The Tenant is currently residing at the rental unit.

Analysis

Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

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(s) do 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).

The 10 Day Notice was attached to the Tenant's door on September 4, 2025. I deem it to have been received by the Tenant on September 7, 2025, and find that the Tenant had until September 12, 2025 to dispute the 10 Day Notice or to pay the full amount of the arrears.

The Tenant did not dispute that there is an outstanding balance of \$19.00 in August 2025 and that the rent for September and October 2025 remains unpaid. They also acknowledged the September late fee of \$30.00.

Pursuant to section 26(1) of the Act, a tenant must pay rent when it is due whether the landlord complies with the Act, the Regulations, or the tenancy agreement unless the Act grants the tenant the right to deduct all or a portion of the rent. The Act proscribes a set of limited circumstances in which a tenant can deduct rent, which include the reimbursement of costs borne by a tenant for emergency repairs after the process contemplated by section 33(5) have been followed under section 33(7).

Under section 33 of the Act, emergency repairs are defined as repairs that are urgent, necessary for the health or safety of anyone or for the preservation or use of property, and made for the purpose of repairing:

- major leaks in pipes or the roof,
- damaged or blocked water or sewer pipes or plumbing fixtures,
- the primary heating system,
- damaged or defective locks that give access to a rental unit, or
- the electrical systems.

Policy Guideline 51 states that emergency repairs do not include things like repairs to a clothes dryer that has stopped working, mold removal, or **pest control**.

Based on the evidence before me, the testimony of the parties and on a balance of probabilities, I find that the cockroach infestation issue the Tenant described is not

considered as an emergency repair under section 33(1) of the Act. As such, I find that the Tenant does not have the right to deduct all or a portion of the rent.

I find that the 10 Day Notice was properly issued and served. Accordingly, the Tenant's application to cancel the 10 Day Notice is hereby dismissed.

Section 55(1) of the Act states that if a tenant makes an application to set aside a landlord's notice to end a tenancy and the application is dismissed, the Arbitrator must grant the landlord an order of possession if the notice complies with section 52 of the Act. I find that the Notice complies with section 52 of the Act.

Therefore, I find that the Landlord is entitled to an Order of Possession.

Considering that rent has not been paid in full since August 1, 2025 and having discussed with the Landlord at the hearing, I grant the Landlord an order of possession effective 10 days after service of this Order on the Tenant.

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

Section 55(1.1) of the Act states that if a tenant makes an application to set aside a landlord's notice to end a tenancy under section 46 of the Act for non-payment of rent, and the application is dismissed, the Arbitrator must grant the landlord an order requiring the repayment of the unpaid rent if the notice complies with section 52 of the Act. As previously stated, the 10 Day Notice complies with section 52 of the Act.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent in the amount of \$2,983.00.

The Landlord continues to hold the Tenant's security deposit of \$675.00 in trust. In accordance with the off-setting provisions of section 72 of the Act, I order the Landlord to retain the Tenant's security deposit in partial satisfaction of the monetary order.

I further order the Landlord to retain the interest accrued on the security deposit, which is \$36.99 as of the date of the hearing.

Is the Tenant entitled to a Monetary Order for the cost of emergency repairs to the rental unit under sections 33 and 67 of the Act?

As I have previously found that the cockroach infestation issue is not an emergency repair that falls under section 33 of the Act, I find that the Tenant is not entitled to Monetary Order for the cost of emergency repairs to the rental unit under sections 33 and 67 of the Act.

Is the Tenant entitled to an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act?

I find that this application is moot as the 10 Day Notice is upheld and the tenancy is ending. Therefore, 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, without leave to reapply.

Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act?

I find that this application is moot as the 10 Day Notice is upheld and the tenancy is ending. Therefore, the Tenant's application for an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act is dismissed, without leave to reapply.

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

As the Tenant was not successful in their application, I find that the Tenant is not entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

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 ten (10) days 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 **\$2,371.01** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 55 of the Act	\$2,983.00
<i>authorization to retain the Tenant's security deposit plus interest in partial satisfaction of the Monetary Order requested under section 38 of the Act</i>	-\$711.99
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00

Total Amount	\$2,371.01
---------------------	-------------------

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

The Tenant's application for cancellation of 10 Day Notice under sections 46 and 55 of the Act is dismissed, without leave to reapply.

The Tenant's application for a Monetary Order for the cost of emergency repairs to the rental unit under sections 33 and 67 of the Act is dismissed, without 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, without leave to reapply.

The Tenant's application for an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act is dismissed, without leave to reapply.

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.

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 14, 2025

Residential Tenancy Branch