



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Introduction

This hearing dealt with an Application for Dispute Resolution by both parties under the *Residential Tenancy Act* (the Act) for:

- Landlord request for an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated September 3, 2025 (10 Day Notice)
- Landlord request for Monetary Order for unpaid utilities and the filing fee
- Tenant request to cancel a One Month Notice (One Month Notice)
- Tenant request for repairs
- Tenant request to suspend or set conditions on the Landlord's access to rental unit
- Tenant request to order the Landlord to comply with the Act, Regulation or tenancy agreement.

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

I am satisfied on service based on the service documents submitted for consideration.

Preliminary Matters

The parties were advised that all of the Tenants' application, except for the One Month Notice was being severed under Rules 6.2 of the Residential Tenancy Branch Rules of Procedure (Rules). I find that the Tenants' application for anything other than the One Month Notice, is not related to the end of tenancy application filed by the Landlord, which is based on a 10 Day Notice. The Tenants are granted leave to reapply for the portions severed from their application. This decision does not extend any applicable timelines under the Act.

Issues to be Decided

- Does the tenancy end based on an undisputed 10 Day Notice?
- If not, should the One Month Notice be cancelled or upheld?
- Is the Landlord entitled to a monetary order for unpaid utilities?

Facts and Analysis

Based on the undisputed documentary evidence from the Landlord and the undisputed testimony provided during the hearing by the Landlord, and on the balance of probabilities, I find the following.

Firstly, I accept that the 10 Day Notice was served on the Tenant on July 17, 2025, by LP which was witnessed by DM. As the Tenants provided no proof that they disputed the 10 Day Notice, I consider the 10 Day Notice to be undisputed. Furthermore, the Landlord confirmed that the Tenants have failed to pay the unpaid utilities which are listed on the 10 Day Notice of \$5,891.20, which have increased by the time of the hearing to \$6,010.68.

Section 46(5) of the Act applies and 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, 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. The Tenants have not vacated the rental unit as of the date of the hearing and deny that they owed the amount of \$6,010.68 yet have provided no supporting evidence of payments made towards utilities.

In fact, during the hearing, Tenant HRH agreed with many payments I read directly from the Landlord payment document. Therefore, I prefer the evidence of the Landlord over that of the Tenants, as I have no proof of payments before me from the Tenants to rebut the amount claimed by the Landlords. The Landlord, however, submitted a detailed table of payments made and money owed, which matches the amount claimed, except for two \$400.00 rent payments, that I afford no weight as the Landlord is only claiming for unpaid utilities and supplied all utility bills in evidence. I also find that the tenancy agreement indicates clearly that the Tenants are liable to pay 50% of utilities and that utilities are not included in the monthly rent.

I find the 10 Day Notice complies with section 52 of the Act, as it is signed and dated and indicates that \$2,400.00 in rent and \$5,891.20 was owed as of September 1, 2025, and July 12, 2025, respectively. I accept the Landlord's testimony that the Tenants have owe a total balance of \$6,010.68 in unpaid utilities as the Tenants admitted that since July 2025, they have made no utility payments.

Based on the above, I find the Tenants breached section 26 of the Act by failing to pay unpaid utilities even after a demand for payment letter was received by the Tenants dated July 12, 2025. Therefore, I find the 10 Day Notice is valid and I find the tenancy must end in accordance with section 46(5) of the Act. I grant the Landlord an Order of Possession effective November 30, 2025, at 1:00 PM as the Tenants continue to fail to pay utilities. I find the tenancy ended September 13, 2025, which is the effective vacancy date listed on the 10 Day Notice. I find that the Tenants have been overholding the rental unit since that date.

Pursuant to section 67 of the Act, I grant the Landlord a Monetary Order in the amount of **\$6,110.68**, comprised of \$6,010.68 in unpaid utilities plus the \$100.00 filing fee as the Landlord's claim is fully successful.

I find I do not need to consider the One Month Notice as the tenancy ended on September 13, 2025, based on the valid 10 Day Notice.

Conclusion

The Tenants application to cancel the One Month Notice is dismissed without leave to reapply as it is moot. The remainder of the Tenant's application has been severed and is dismissed with leave to reapply.

The Landlord's application is fully successful.

The Landlord is granted an Order of Possession effective November 30, 2025, at 1:00 PM. Should the Tenants failed to vacate the rental unit as ordered, the Landlord may enforce the Order of Possession in the Supreme Court. The Tenants are cautioned that they can be held liable for all costs related to enforcement.

The Landlord is granted a Monetary Order of **\$6,110.68** as indicated above, and the Tenants must be served with **this Order before it is enforced**. Should the Tenants 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.

The Tenants are cautioned that they can be held liable for all costs related to enforcement, including bailiff fees. The decision will be emailed to both parties. The Orders will be emailed to the Landlord only for service on the Tenants, as required. Under section 62(3) of the Act, I authorize the Landlord to serve the Tenant at the email address provided by the Tenants in their application, which is included on the cover page of this decision.

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: November 13, 2025

Residential Tenancy Branch