



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

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DECISION

Dispute Codes: CNR OLC MNR-DR OPR-DR FFL

Introduction

The Tenant seeks an order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “10 Day Notice”). In addition, they seek an order that the Landlords comply with the *Residential Tenancy Act* (the “Act”).

The Landlords, by way of a cross-application, seek an order upholding the 10 Day Notice, an order of possession of the rental unit, a monetary order for unpaid rent, and recovery of the cost of their application fee.

All parties attended the hearing, all parties were affirmed before giving testimony, and there were no issues regarding the service of evidence.

Issues

1. Is the Tenant entitled to an order cancelling the 10 Day Notice?
2. If not, are the Landlords entitled to an order of possession?
3. Are the Landlords entitled to a monetary order?
4. Are the Landlords entitled to recover the cost of their application fee?
5. Is the Tenant entitled to an order for compliance?

Background and Evidence

In an application under the Act, an applicant must prove their claim on a balance of probabilities. Stated another way, the evidence must show that the events in support of the claim were more likely than not to have occurred.

Although I have fully considered the parties’ submissions and the evidence to which they referred, I do not intend to refer in detail to all the evidence or testimony.

The tenancy began on December 18, 2023. The monthly rent is \$2,300.00 and this is due on the first day of the month. There is a \$1,150.00 security deposit. A copy of the written tenancy agreement was submitted into evidence.

The Landlords testified that they served the 10 Day Notice upon the Tenant on July 5, 2025, for unpaid rent in the amount of \$2,300.00 that was due on July 1. A copy of the 10 Day Notice was submitted into evidence. The 10 Day Notice was served in person by one of the Landlords and service was witnessed by a law enforcement officer.

The Landlords further testified that the Tenant has not paid rent for July and has also not paid rent for August. They request a monetary order for \$4,600.00, along with an additional \$100.00 for the cost of their application.

The Tenant testified about various repairs that the Landlords were expected to undertake on the veranda. The veranda needs repairs and poses a health and safety risk to both the Tenant and their children—nails and splinters are the primary problem. Further, the Tenant appeared to understand that they must vacate but also spoke about other types of notices to end the tenancy. The Tenant did not provide any testimony or submissions about the validity of the 10 Day Notice or make any comment about their not paying rent for two months.

In a brief response, the Landlords testified that the issuing of the 10 Day Notice has nothing to do with any repairs; it was issued because the Tenant has not paid rent.

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*.

The Landlords' evidence establishes that the Tenant did not pay in the amount of \$2,300.00 that was due on July 1, 2025. The Tenant has not paid any of that rent to date, nor have they paid rent for August 2025. In fact, the Tenant does not dispute that they have not paid rent. While there are several situations where a tenant may be legally permitted under the Act to withhold rent (see sections 19(2), 33(7), 43(5), 51(1.1), 51.4(2), 65(1)(b), 65(1)(f), and 72(2)(a)), none of these apply in this case.

Therefore, for these reasons, I find on a balance of probabilities that the Notice was given for a valid reason, namely, the non-payment of rent. I further find that the Notice complies with the form and content requirements of section 52. As a result, the Tenant's application to cancel the Notice is dismissed without leave to reapply.

Based on the above findings, the Landlords are granted an order of possession under section 55(1) of the Act. A copy of the order of possession is attached to this Decision and must be immediately served on the Tenant. The Tenant has seven (7) days to vacate the rental unit from the date of service or deemed service of the order. The order of possession is enforceable in the Supreme Court of British Columbia.

Since the applications relates to a section 46 notice to end tenancy, the Landlords are entitled to a monetary order for unpaid rent under section 55(1.1) of the Act. The Landlords are granted a monetary order for unpaid rent in the amount of \$4,600.00.

The Landlords are further granted \$100.00 to pay for the cost of their application, pursuant to section 72(1) of the Act. Thus, the Landlords are awarded a total of \$4,700.00

Under section 38(4)(b) of the Act, the Landlords are ordered and authorized to retain the Tenant's \$1,150.00 security deposit in partial satisfaction of the monetary order. A monetary order for the remaining balance (\$3,550.00) is provided to the Landlords with this Decision. The Landlords must give a copy of the monetary order to the Tenant.

The Tenant's claim for an order for landlord compliance is dismissed. There is no oral or documentary evidence to support the Tenant's assertion that the Landlords have breached the Act or the regulations which might justify a compliance order.

Conclusion

IT IS HEREBY ORDERED THAT:

1. The Tenant's application is dismissed without leave to reapply.
2. The Landlords are granted an order of possession with an effective date of seven (7) days from the date of service.
3. The Landlords are awarded compensation in the amount of \$4,700.00, are authorized to retain the \$1,150.00 security deposit, and are granted a monetary order in the amount of \$3,550.00.

This decision is made on delegated authority section 9.1(1) of the Act.

Dated: August 12, 2025

Residential Tenancy Branch