



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes Tenant: CNR
 Landlord: OPR MNR FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. Both parties applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties attended the hearing and provided testimony. Both parties confirmed receipt of each other's Notice of Dispute Resolution Proceeding packages. The Tenant did not submit any documentary evidence. The Landlord sent their evidence via email, but did not attach the documents properly, as such the Tenant could not open them. I find the Landlord's evidence is not admissible as it has been sufficiently attached, sent, and served.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Should the 10 Day Notice to End Tenancy be cancelled?
 - If not, is the landlord entitled to an Order of Possession?
- Is the landlord entitled to a monetary order for unpaid rent or utilities?

Background and Evidence

Both parties agreed in the hearing that monthly rent in the amount of \$1,575.00 was to be paid on the first of each month. The Landlord stated that the Tenant failed to pay any rent for August or September 2025, and now owes \$3,150.00 in rent for these months.

The Tenant did not dispute that these amounts were unpaid, and stated that she was robbed in late July and she has been unable to get funds from the rent bank. The Tenant stated that the Landlord has not been helpful in her requests to help with the rent bank. The Landlord denies that he has been in any way obstructive with the Tenant's requests to get help with the rent bank, and he just wants the rent to be paid.

The Tenant received the 10 Day Notice on August 13, 2025. It was issued because August rent was not paid on the 1st in the amount of \$1,575.00.

Analysis

Section 26 of the *Act* confirms that a tenant must pay rent when it is due unless the tenant has a right under the *Act* to deduct all or a portion of rent. When a tenant does not pay rent when due, section 46 of the *Act* permits a landlord to end the tenancy by issuing a notice to end tenancy. A tenant who receives a notice to end tenancy under this section has five days after receipt to either pay rent in full or dispute the notice by filing an application for dispute resolution.

I find the 10 Day Notice was received by the Tenant on August 13, 2025. Further, the undisputed testimony of both parties is that rent was not paid when due on August 1, 2025. September rent has also not been paid. No rent was paid after the 10 day notice was issued. Further, I find that filing an application for dispute resolution does not give a tenant a right under the *Act* to deduct all or a portion of the rent. I acknowledge that the Tenant was robbed, and that she hasn't been able to get funds from the rent bank. However, this is not the Landlord's responsibility and rent is still due and payable.

As rent has not been paid when due, and there is insufficient evidence before me that the Tenant had a right under the *Act* to deduct all or a portion of rent, I find that the Tenant's Application is dismissed. When a tenant's application to cancel a notice to end tenancy is dismissed and the notice complies with section 52 of the *Act*, section 55 of the *Act* requires that I grant an order of possession to a landlord. Having reviewed the 10 Day Notice, I find it complied with section 52 of the *Act*. Accordingly, I find the Landlord is entitled to an order of possession, which will be effective 7 days after it is served on the Tenant.

Next, I turn to the Landlord's request for a monetary order for unpaid rent. After considering the evidence before me, I find there is sufficient evidence to demonstrate that the tenant owes and has failed to pay rent for the months of August and September 2025 (\$1,575.00 x 2).

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was substantially successful in this hearing, I order the tenant to repay the \$100. In summary, I grant the monetary order based on the following:

Claim	Amount
Cumulative unpaid rent as above	\$3,150.00
Other:	
Filing fee	\$100.00
TOTAL:	\$3,250.00

Conclusion

The Tenant's application to cancel the 10 Day Notice is dismissed.

The landlord is granted an order of possession effective **7 days after service** on the tenant. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

The landlord is granted a monetary order pursuant to Section 67 in the amount of **\$3,250.00**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 17, 2025

Residential Tenancy Branch