

DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) 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

and the Tenant's Application for Dispute Resolution under the Act for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act

Landlord F.F. and Landlord OTH. A.R. attended the hearing for the Landlord.

No one attended the hearing for the Tenant.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord(s) acknowledged service of the Proceeding Package and are sufficiently served for the purposes of the Act. The Landlord denied receiving the Proceeding Package from the Tenant but affirms receiving a courtesy copy from the Residential Tenancy Branch.

Service of Evidence

Based on the submissions before me, I find that the Tenant's evidence was not served to the Landlord in accordance with section 88 of the Act. The Landlord affirms not receiving any evidence from the Tenant.

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act. The Landlord affirms serving it to the Tenant using the email address provided for service in the tenancy agreement.

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 Tenant entitled to an order for the Landlord to make emergency repairs for health or safety reasons?

Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act?

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

Facts and Analysis

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

The Landlord provided a copy of the tenancy agreement. It shows the tenancy is a fixed term agreement that began on May 15, 2025, and ends on May 14, 2026. Rent in the amount of \$2500.00 is due on the 15th day of each month. The Tenant's email address is provided for service purposes.

The Landlord provided a copy of the 10 Day Notice. It is signed August 21, 2025, with a move out date of September 1, 2025. It requests \$2500.00 of unpaid rent that was due on August 15, 2025. I find that this is a valid notice to end tenancy under section 52 of the Act.

The Landlord affirms they emailed said 10 Day Notice to the Tenant on August 21, 2025. I deem it was served to the Tenant on August 24, 2025, per section 44 of the Regulations. I further find the effective date auto corrects to September 3, 2025, per section 53 of the Act.

The Landlord also provided a copy of the One Month Notice. It is signed August 14, 2025, with a move out date of September 15, 2025.

Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession? If not, is the landlord entitled to a Monetary Order for unpaid rent?

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).

As the 10 Day Notice was duly served to the Tenant on August 24, 2025, the Tenant had until August 29, 2025, to dispute the 10 Day Notice or to pay the full amount of the arrears.

The Landlord affirms that the \$2500.00 of unpaid rent requested in the 10 Day Notice is for the period of August 15, 2025, to September 14, 2025, and that it remains unpaid in its entirety. The Landlord further affirms that the Tenant has not paid any portion of the rent for the period of September 15, 2025, to October 14, 2025.

For the above reason, the Tenant's application 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 is dismissed, without leave to reapply.

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.

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.

I find the Landlord is entitled to a Monetary Order for unpaid rent, under section 55 and 72 of the Act, for \$2500.00 of unpaid rent for August 15 to September 14 of 2025, and \$2500.00 of unpaid rent for September 15 to October 14 of 2025, a total amount of \$5000.00.

Is the Tenant entitled to an order for the Landlord to make emergency repairs for health or safety reasons?

Under Rules of Procedure 2.3 and 6.2 Arbitrators may use their discretion to dismiss unrelated claims. Therefore, I choose to sever this issue, the Tenant has leave to reapply. I make no findings on the merits of the matter. Leave to reapply is not an extension of any applicable limitation period.

Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act?

Under Rules of Procedure 2.3 and 6.2 Arbitrators may use their discretion to dismiss unrelated claims. Therefore, I choose to sever this issue, the Tenant has leave to reapply. I make no findings on the merits of the matter. Leave to reapply is not an extension of any applicable limitation period.

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

As the Landlord is being given an Order of Possession based on the 10 Day Notice, which has an earlier effective date than the One Month Notice, this issue was not adjudicated and is dismissed, without leave to reapply.

Conclusion

I grant an Order of Possession to the Landlord effective **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 **\$5000.00** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under sections 55 and 72 of the Act	\$5000.00
Total Amount	\$5000.00

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 in the Small Claims Division of the Provincial Court and 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 Act.

Dated: September 24, 2025

C. Nelson, Arbitrator
Residential Tenancy Branch