

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
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 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 to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The Landlord agreed they were served with the Notice of Dispute Resolution Proceeding. I find that the Landlord was sufficiently served for the purposes of the Act.

I find that Tenant T.R. was served on August 30, 2025, by attaching the Proceeding Package on the door of the rental unit in accordance with section 89(2) of the Act. In reaching this conclusion I note that the Landlord provided of photograph showing the Proceeding Package attached to a door.

Service of Evidence

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenants in accordance with section 88 of the Act.

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

Preliminary Matters

Tenant did not Attend

The Tenants did not attend the hearing. If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party pursuant to rule of procedure 7.3.

I conducted the dispute resolution hearing in the absence of the Tenant. I decided to proceed with the hearing having considered that the three applications were the Tenants' own, and that they were therefore aware of the notice of dispute resolution hearing.

Order of Possession

At the outset of the hearing, the Landlord notified me that they have been granted an order of possession pursuant to a Decision issued by the Residential Tenancy Branch on September 26, 2025, which I was able to confirm.

Consequences of not attending the hearing

Pursuant to rule of procedure 7.3., if a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

Aside from the application to cancel the 10 Day Notice to End Tenancy, I am exercising my discretion to dismiss the remaining issues identified in the application with leave to reapply.

Therefore, the following issues are dismissed with leave to reapply:

- a Monetary Order for the cost of emergency repairs to the rental unit under sections 33 and 67 of the Act
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 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 to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 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?

Background and Evidence

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

Evidence was provided showing a monthly rent of \$2,000.00, due on the first day of the month, with a security deposit in the amount of \$1,000.00.

On September 16, 2025, a 10 Day Notice to End Tenancy for Unpaid Rent was attached to the Tenants' door. The notice indicated that the Tenant had failed to pay rent in the amount of \$2,000.00. The Notice indicated that the rent was due on September 15, 2025.

On September 16, 2025, the Tenants applied for dispute resolution seeking cancellation of the 10 Day Notice, on the basis that their rent was due on the 29th day of each month, not the 15th. In support of their position, The Tenant provided a copy of their tenancy agreement which clearly indicated that rent was due on the 29th day of each month. In their application the Tenant noted that they were receiving social assistance and that these payments were received on the 24th of each month. This was why the Tenants arranged for payment of the rent on this day.

Analysis

Should the Landlord's 10 Day Notice be cancelled?

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).

I find that the 10 Day Notice was duly served to the Tenant on September 16, 2025. As the Tenant applied for dispute resolution on September 16, 2025, I find that they applied within the time permitted.

Residential Tenancy Branch Rule of Procedure 7.20 explains that the applicant will present their case and evidence first unless the arbitrator decides otherwise, or when the respondent bears the onus of proof. One instance when the respondent bears the onus of proof is where a Tenant applies to cancel a Notice to End Tenancy. In such a case, the hearing will begin with the Landlord presenting first unless the arbitrator decides otherwise.

I find that the Landlord has failed to establish that the notice was valid. In reaching this conclusion, I find that the tenancy agreement provides compelling evidence as to the date that the rent was due which I find to be the 29th. While the Landlord insisted that since the tenancy agreement began on the 15th that should be when rent was due, I find that this is not what was agreed to in the tenancy agreement.

In response to the Landlord's argument that the application for social assistance indicated that the tenancy agreement began on the 15th and that this meant rent was due on that day as well, I again defer to the written term of the tenancy agreement.

I find the Landlords suggestion that the Tenant fabricated the page of the tenancy agreement indicating that rent was due on the 29th is not compelling. Instead, I find on a balance of probabilities that the Landlord deliberately attempted to mislead by providing a copy of the tenancy agreement with the page indicating when rent was due missing. While the Landlord replied that the Tenant stole the relevant page from the Landlord's copy of the tenancy agreement, I do not find the Landlord to be credible in this regard. In fact, having reviewed the copies of the tenancy agreement provided by the Tenant and the Landlord, I find that the writing on the agreements is different and I am satisfied that they each possessed separate copies. I find that the Landlord's credibility to have been significantly diminished.

For the above reasons, 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 granted.

The 10 Day Notice to End Tenancy for Unpaid Rent dated September 16, 2025, is cancelled and of no force or effect.

Conclusion

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 granted.

The 10 Day Notice to End Tenancy for Unpaid Rent dated September 16, 2025, is cancelled and of no force or effect.

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 7, 2025

Residential Tenancy Branch