

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 compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act

The hearing also considered the Landlord's cross-application for:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice) under sections 46 and 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding

The Landlord provided a copy of the Canada Post Customer Receipt containing the tracking number to confirm service. Based on the written submissions and evidence of the Landlord and in accordance with sections 89(1) and 90 of the Act, I find that the Tenant was served on September 19, 2025, by registered mail.

The Tenant did not present evidence of serving their application to the Landlord. However, I find the Landlord attended the hearing and had a fair opportunity to respond to the Tenant's claims. Therefore, I find the Landlord duly served under section 71 of the Act.

Preliminary Matters

This matter was adjourned on October 9, 2025, to allow written submissions under Rule 6.3 of the Rules of Procedure.

I find the Landlord submitted a written statement and proof they served that statement to the Tenant. I will consider the Landlord's statement.

I find the Tenant uploaded additional documents to the Dispute Access Site. However, the Tenant has not provided proof that they served these additional documents to the Landlord, and the Landlord has indicated they did not receive any additional documents from the Tenant.

Despite the Tenant's failure to serve these documents to the Landlord, I have reviewed the documents. These documents relate to the Tenant's claims that they were promised a vehicle from their employer, and that the Landlord is or was an owner of the company which employed the Tenant and the Landlord and is therefore responsible for the company's failure to provide the promised vehicle or payment for services or other employment benefits to the Tenant.

I find the documents submitted by the Tenant are **not relevant** to the matter before me.

The Act does not grant the Arbitrator authority to determine all disputes between a Landlord and a Tenant. The Arbitrator only has jurisdiction conferred by the Act over Landlords and Tenants in a residential tenancy situation.

I find the employment relationship between the parties is coincidental, and I find it has no connection to the tenancy and no impact on the tenancy.

Issues to be Decided

Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?

Is the Landlord entitled to a Monetary Order for unpaid rent?

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

Background and Evidence

Neither party provided a copy of a residential tenancy agreement. However, it is not disputed that they agreed to a monthly rent of \$1,500.00, due on the first day of each month for a tenancy commencing on May 1, 2023.

The Landlord submitted the following relevant evidentiary material:

- A copy of four 10 Day Notices to End Tenancy for Unpaid Rent (the 10 Day Notice). The most recent 10 Day Notice dated September 2, 2025, is for \$1,500.00 in unpaid rent.
- A copy of a Proof of Service Notice to End Tenancy form which indicates that the 10 Day Notice was sent by registered mail.

The Tenant acknowledged receipt of the 10 Day Notice by registered mail on September 4, 2025, and filed to dispute it on September 9, 2025, alleging that the Landlord was involved in selling a vehicle which was promised to the Tenant's without permission and owes the Tenant \$40,000.00.

The Landlord disputes the Tenant's arguments. The Landlord denies owing the Tenant any money related to their previous employment relationship, any vehicle, or to the tenancy.

The Landlord testified that they have not received any rent from the Tenant for September and October 2025 while awaiting the hearing.

Analysis

Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?

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 does 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) of the Act.

I find the Tenant was obligated to pay the monthly rent in the amount of \$1,500.00 due on the first day of each month.

I find the Landlord issued a 10 Day Notice on September 2, 2025, which complies with section 52 of the Act.

Although I find the Tenant disputed the 10 Day Notice within five days as required by the Act, I find the Tenant has not presented a valid reason to withhold rent under the Act.

I find the Tenant's argument that they provided services to their employer in lieu of rent to the Landlord fails because their employment is in no way connected to their tenancy.

If the Tenant believes they are owed wages, they should pay rent and file a claim for unpaid wages in a separate forum.

If the Tenant believes they are owed compensation for their previous employer failing to provide them with a vehicle they were promised, then the Tenant should pay rent, and file a claim for their employer to fulfill the terms of their contract in a separate forum.

I find the Tenant has failed to pay the rent owed in full within the five days granted under section 46(4) of the Act, and they have not presented a valid reason to withhold rent under the Act.

Therefore, I find that the Landlord is entitled to an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice) under sections 46 and 55 of the Act.

Is the Landlord entitled to a Monetary Order for unpaid rent?

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

Based on the evidence before me, I find that the Landlord has established a claim for unpaid rent owing for September and October 2025.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act in the amount of \$3,000.00.

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

Conclusion

I dismiss the Tenant's application in its entirety, without leave to reapply.

I grant an Order of Possession to the Landlord **effective seven (7) days after service of this Order on the Tenant**. Should the Tenant 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 **\$3,100.00** for rent owed and for the recovery of the filing fee for this application. The Landlord is provided with this Order in the above terms, and the Tenant must be served with **this Order** as soon as possible. Should the Tenant 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: October 16, 2025

Residential Tenancy Branch