

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 for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act

and the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act

No one attended the hearing for the Landlord.

Tenant T.F. and Tenant T.C. attended the hearing for the Tenant.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Tenant's Proceeding Package was served in accordance with the Act as the Tenant provided a Canada Post tracking number to support service.

I find that the Landlord's Proceeding Package was not served in accordance with the Act as the Tenant denies receiving it.

Service of Evidence

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

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 as the Tenant affirms serving their evidence as part of the Proceeding package.

Issues to be Decided

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?

Is the Tenant entitled to a Monetary Order for the cost of emergency repairs to the rental unit?

Is the Tenant entitled to an order for the Landlord to make repairs to the rental unit?

Facts and Analysis

The Tenant affirms that \$2000.00 of monthly rent is due on the first day of each month.

The Tenant provided a copy of the 10 Day Notice. It is signed September 12, 2025, with a move out date of September 22, 2025. It requests \$2000.00 of unpaid rent that was due on September 1, 2025. I find it to be a valid notice to end tenancy under section 52 of the Act.

Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

The Tenant affirms that the unpaid rent requested in the 10 Day Notice is the September 2025 rent, which remains unpaid in its entirety. The Tenant affirms withholding said rent because of a city issued order to vacate the rental unit.

I find the reason stated by the Tenant for withholding rent to not be a reason allowed under the Act.

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 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.

Therefore, I find that the Landlord is entitled to an Order of Possession.

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

Section 55(1.1) of the Act states that if an application referred to in subsection (1) is in relation to a landlord's notice to end a tenancy under section 46 [landlord's notice: non-payment of rent], and the circumstances referred to in subsection (1) (a) and (b) of this section apply, the director must grant an order requiring the payment of the unpaid rent.

Therefore, I find that the Landlord is entitled to a Monetary Order for unpaid rent in the amount of \$2000.00.

Is the Tenant entitled to a Monetary Order for the cost of emergency repairs to the rental unit?

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 an order for the Landlord to make repairs to the rental unit?

As the 10 Day Notice was not cancelled and the Landlord is being given an Order of Possession, this issue was not adjudicated and is dismissed, without leave to reapply.

Conclusion

I grant an Order of Possession to the Landlord **effective at 1:00 PM on October 31, 2025, 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 **\$2000.00** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under sections 55 and 72 of the Act	\$2000.00
Total Amount	\$2000.00

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: October 20, 2025

Residential Tenancy Branch