DECISION

Introduction

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

- cancellation of the Three Month Notice to End Tenancy for Purchaser's Use of Property (the "Three-Month Notice"), and extension of time limit for Application
- compensation for monetary loss/other money owed
- repairs in the rental unit
- reduction in rent for repairs/services/facilities agreed to but not provided by the Landlord
- the Landlord's compliance with the *Act*/tenancy agreement
- recovery of the Application filing fee.

The Landlord and the Tenant attended the scheduled hearings on October 24 and October 30, 2025.

Service of Notice of Dispute Resolution Proceeding and evidence

The Landlord confirmed the Tenant's service of the Notice of Dispute Resolution Proceeding and hearing information as required.

Each party confirmed the other's service of evidence in this matter.

Preliminary Matters

The Tenant, on their second Application filed on September 25, 2025 was prompted to explain why they made the Application past the legislated timeline. Given that the Tenant completed their first Application to dispute the Three-Month Notice on September 18, 2025, I find the Tenant applied within the legislated timeline with respect to the date of the Landlord's service of that document to the Tenant. I withdraw this duplicate application for the cancellation of the

Three-Month Notice for this reason. I conclude the timeline of the Tenant's Application is not at issue.

The Tenant, on each of the two Applications they filed, specified the issue of the Landlord's compliance with the *Act*/tenancy agreement. In describing the issue on each Application, the Tenant provided details about repairs at the rental unit, *i.e.*, the separate ground they also indicated on each Application. As per s. 64(3)(c) of the *Act*, I am authorized to amend a participant's application. Given the duplicate description of the repair issue, I withdraw this ground from the issues to be decided.

On one of the Applications filed, the Tenant asked for a rent reduction. To support this, the Tenant provided a written account, dated "2025 Sept that set out they asked about the downspout/eavestrough issue over the years of this tenancy. They set out the amount of $200 as reimbursement for the bags of salt they had to use to prevent slipping on the icy surface caused by the downspout.

I find this issue does not relate to a reduction of rent because of the lack of repairs. I find the Tenant phrased this piece of their Application to ask for compensation of a specific amount for an out-of-pocket expense to them. As per s. 64(3)(c), I withdrawn this ground from the issues to be decided. The direct expense borne by the Tenant receives my consideration under the appropriate issue listed below.

Issues to be Decided

- Is the Three-Month Notice valid? If valid, is the Landlord entitled to an Order of Possession?
- Is the Landlord obligated to make repairs to the rental unit?
- Is the Tenant entitled to compensation for monetary loss/other money owed?
- Is the Tenant entitled to recovery of the Application filing fee?

Background and Evidence

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

The Tenant and the Landlord each provided a copy of the tenancy agreement that was in place since the tenancy started on December 1, 2015.

- *Is the Three-Month Notice valid? If valid, is the Landlord entitled to an Order of Possession?*

The Landlord served the Three-Month Notice to the Tenant by attaching it to the door of the rental unit on August 28, 2025. The document in the evidence bears the Landlord's signature dated August 28, 2025.

The Three-Month Notice specifies the Purchaser asked the Landlord to end the tenancy for the Purchaser's own use of the rental unit. The tenancy end-date on the document is November 30, 2025.

The Tenant highlighted the certain portion of the Three-Month Notice:

> If any of the bolded values with a * beside them are incorrect or not in compliance with the Residential Tenancy Act, the tenant may file an application with the Residential Tenancy Branch to dispute the notice.

The Tenant indicated the specified rent amount -- $1,555.48 – was incorrect, and the actual rent amount was $1,555.30. In the hearing, the Landlord proposed this was not a defect in the Three-Month Notice that would render it cancelled. The Landlord provided a copy of the January 1, 2025 rent increase that set the rent amount at $1,555.48.

With service of the document, the Landlord included the 'Buyer's Notice to Seller for Vacant Possession.' This document indicates that all the conditions of purchase and sale have been satisfied, as per the contract of purchase and sale dated August 19, 2025. The 'Buyer's Notice' document was signed by the Purchaser on August 28, 2025.

In the Landlord's evidence is a copy of the purchase/sale contract, in which the Landlord highlighted the relevant portion that outlines a purchaser may request an owner to ensure a property is vacant if rented to a tenant.

The Tenant provided a written statement that sets out their submissions on why the Three-Month Notice should be cancelled. The Tenant re-listed and described these reasons in the hearing, centering on the Landlord representative's pattern of bad faith when dealing with the Tenant:

- the Landlord, in collusion with the restoration company, misclassified an incident in the rental unit that caused damage – this caused "improper restoration" in the rental unit designed to save money

- the present landlord title registry information does not show the Purchaser's name (a copy dated September 16 is in the Tenant's evidence)

- the Tenant filed a human rights' complaint involving the Landlord previously, and this Three-Month Notice is retaliation for that

The Tenant in the hearing focused on these aspects of their interaction with the Landlord during the tenancy. The Tenant described the restoration company's inaccurate, or shifting, answers when the Tenant asked questions in person. The Tenant also cited the Landlord changing an interpretation about notice of entry into the rental unit, to serve their own purposes over and above the interests of the Tenant in that situation.

In response the issues raised by the Tenant, as pointing to the Landlord's integrity over the course of the tenancy, the Landlord provided that the matter of restoration in the rental unit was the decision of the insurer in that instance.

With regard to the timing of the Tenant's human rights focused issue, the Landlord's representative in the hearing noted the Landlord had broached the subject of the rental unit sale with the representative some months prior. Therefore, the current sale of the rental unit is not connected.

The Tenant, to draw the issue back to the Landlord's integrity, mentioned two prior financial service authority rulings that allegedly made negative findings regarding the Landlord's representative.

In the Landlord's evidence is the signed (October 24) statement from the Purchaser. This document sets out the timeline involved with the purchase of the rental unit: the Purchaser's offer on August 19, the Landlord's acceptance on August 20, subject removal on August 28, and the Purchaser's provision of the 'Buyer's Notice' to the Landlord on that same day.

- *Is the Landlord obligated to make repairs to the rental unit?*

The Tenant on the Application provided the following:

> I want the landlord to fix the faulty downspout that I've been asking for the past 9 years- [Tenant family member] present at each & every bi annual property management inspections. Also written email proof, & written evidence via the BCHR response from [Landlord]

To show this, the Tenant provided a letter dated September 22, 2025 from a contact who observed this situation directly, underlining the hazard it poses, also stating: "Requests to get the issue resolved have gone ignored for numerous years." Another separate witness account provides that "[The Tenant] was told that the appropriate people would be informed."

Also, a video shows the downspout dripping onto the pavement below; in the Tenant's description this freezes in colder months and poses a hazard.

In the hearing, the Tenant verified that this was an issue they faced during the entire tenancy since 2015. They cited "requests ignored", and their mention of the issue when the Landlord would complete regular inspections at the rental unit.

The Landlord stated the matter of downspout was the strata's responsibility at the rental unit property. More recently, they consulted with the strata's contractor for such matters, and they decided a "diverter" would be appropriate in these circumstances.

- *Is the Tenant entitled to compensation for monetary loss/other money owed?*

In a written statement, dated "2025 Sept", the Tenant provided the following:

> I wish to be reimbursed $200 for multiple bags of salt over 9 years to NOT have me or my family slip on ice in the winter from the faulty downspouts.

The Tenant provided an image showing the cost thereof, pre bag, at $4.99.

The Tenant also set out amounts/receipts for photocopying and courier costs associated with their preparation for this hearing. Including the $200 amount for salt, the Tenant provided the amount of $325.91. On a list of expenses tallied, they provided the amount of $146.27.

In the hearing, the Tenant referred to specific costs associated with sending hearing material/evidence to the Landlord: $48.70 and $62.87 for registered mail, and $49.23 for courier.

- *Is the Tenant entitled to recover the filing fee for this Application?*

The Tenant paid the Application filing fee on September 25, 2025.

Analysis

- *Is the Three-Month Notice valid?*

The *Act* s. 49 sets out that a landlord may end a tenancy if they or a close family member is going to occupy the rental unit. A tenant may, within 21 days of being served, dispute an end-of-tenancy notice of this type by applying for a hearing. The Tenant here disputed the Three-Month Notice on September 18, 2025. I find the Tenant applied within the timeframe set out in s. 49 of the *Act*.

The Landlord has the burden to prove they have sufficient grounds to end the tenancy via this Three-Month Notice.

Given the concept of good faith – which means a party is acting honestly when doing what they say they are going to do, or required to do – I find the Landlord provided no contradictory information regarding the Purchaser's plan to move into the rental unit. Additionally, as presented in the hearing, the matter is documented in the Landlord's evidence. To suggest the

Landlord was inventing this scenario in order to facilitate an eviction of the Tenant for past issues is implausible in the circumstances, and would suggest the Landlord is undertaking fraud on an elaborate scale.

In this scenario, I find, conclusively, there was no intent by the Landlord to defraud, act dishonestly, or avoid obligations. What the Tenant summarized as the Landlord's – in particular, that of the Landlord representative's -- lack of integrity over the course of the tenancy carries no weight against the documented purchase of the rental unit, and the Purchaser's notice to the Landlord about the need for a vacant rental unit. I find the Tenant was dissatisfied with issues of a restoration in the rental unit previously, as well as a repair issue, and has attempted to discount the Purchaser's true need, and the specific instruction from the Purchaser to the Landlord concerning vacant possession, by way of past issues that were unresolved from the Tenant's perspective.

In sum, I find the question of the Landlord's integrity is not impactful to the issue of the tenancy ending from the Purchaser's request to the Landlord. I find the Purchaser's need for the rental unit is genuine, and the Landlord provided sufficient proof of this in the form of completed contracts and instructions. I find the Landlord is following the Purchaser's instruction, and what the Tenant presented in this hearing points to the Landlord's integrity, and not the genuine need of the Purchaser in wanting to live in the rental unit.

I find there was no evidence or testimony from the Tenant in this hearing procedure that outweighs that of the Landlord. From this, I conclude there is no ulterior motive of the Landlord in place.

For these reasons, I dismiss the Tenant's Application, without leave to reapply. I find the Landlord has overcome the burden of proof in this matter.

- *Is the Landlord entitled to an order of possession?*

The *Act* s. 55(1) provides that if a tenant makes an application to set aside a landlord's notice to end a tenancy and an application is dismissed, an arbitrator must grant a landlord an order of possession if the end-of-tenancy document complies with the requirements set out in s. 52 of the *Act*.

On my review, I find that the Three-Month Notice complies with the *Act* s. 52 stipulations about form and content. I find the Tenant-submitted discrepancy on the indicated rent amount does not render the Three-Month Notice void. The specific rent amount is not a key detail that would make the issue of a tenancy-end date, with the reasons stated therein, and all other s. 52-required information in place, void or cancelled.

As per the *Act*, I find that the Landlord is entitled to an order of possession, as set out in the conclusion below.

- *Is the Landlord obligated to make repairs in the rental unit?*

The *Act* s. 32 states that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety, and housing standards required by law, and having regard to the age, character, and location of the rental unit.

The *Act* s. 62 provides that an arbitrator may make any order necessary to give effect to the rights and obligations under the *Act*.

In this Application, the Tenant bears the burden to prove that they have repairs to be completed, those which the Landlord has not completed in a reasonable timeframe after notification in writing.

The Landlord communicated more recently with the strata on this discrete issue. The strata's contractor proposed the use of a diverter. I find the Landlord more recently inquired on this issue on the Tenant's behalf.

The Tenant described repeatedly raising this issue with the Landlord over the years; however, there is no proof the Tenant set the issue out plainly to the Landlord in writing. The Tenant provided some messaging which shows conflict about how to contact the Landlord, instead of a plain written request for the Landlord to pursue the matter with the strata. This stems only from January 2025.

The tenancy agreement clause 22 sets the obligation on the Tenant to immediately notify the Landlord's agent about a safety hazard. The Tenant did not present clearly in this hearing context that they did so. I place the burden of proof in this matter on the Tenant to show they expended all efforts and all channels of communication on this issue, given that they are raising this issue in the hearing context after 9 years of the tenancy. While the Tenant makes complaints about the Landlord's lack of action on this item, they did not present that they notified the Landlord clearly about the issue for its resolution.

In sum, I find the Landlord at this juncture has consulted with the strata and the contractor on the issue on the Tenant's behalf. As set out by the Tenant in the hearing, it is the Landlord's role to make this request of the strata; at this stage, I find the Landlord has done so.

For these reasons, I dismiss the Tenant's claim for repairs at the rental unit property, with leave to reapply.

- *Is the Tenant entitled to compensation for monetary loss/other money owed?*

The Tenant made a claim for compensation. Under s. 7 of the *Act*, a party who does not comply with the legislation or the tenancy agreement must compensate the other for damage or loss. Additionally, the party who claims compensation must do whatever is reasonable to minimize the damage or loss. Pursuant to s. 67 of the *Act*, I shall determine the amount of compensation that is due, and order that the responsible party pay compensation to the other party if I determine that the claim is valid.

To be successful in a claim for compensation for damage or loss, the applicant has the burden to provide sufficient evidence to establish the following four points:

- that a damage or loss exists
- that the damage or loss results from a violation of the Act, regulation, or tenancy agreement
- the value of the damage or loss, and
- steps taken, if any, to mitigate the damage or loss.

I find the Tenant did not present that they made an issue about their need for purchase of salt in this situation with the strata, who I find oversees the maintenance of the exterior of the rental unit property. I find it unreasonable, and does not constitute the Tenant mitigating their expenses in this issue, to bring the expenses forward only at this stage after allegedly 9 years of facing this issue. The Tenant also did not present clearly on their requests to the Landlord for the issue to be resolved. I dismiss the Tenant's claimed portion for the expense of salt.

Additionally, I find the way in which the Tenant prepared for this hearing and the costs to them is not directly related, and not a compensable expense, relating to any breach by the Landlord. There is no fundamental breach in place from my findings above. The costs of preparing for the hearing in this manner are those to be borne by the Tenant. They did not present that they sought out the most economical method of preparing for this hearing, such as serving the Landlord by email on agreement.

In sum, for some expense to be compensable, it must tie to some breach by the Landlord. I find no breach was in place; therefore, I grant no compensation to the Tenant for this piece of their Application.

- *Is the Tenant entitled to recover the filing fee for this Application?*

The Tenant was not successful in this Application; therefore, I grant no recovery of the Application filing fee.

Conclusion

I dismiss the Tenant's Application for the cancellation of the Three-Month Notice, without leave to reapply.

I grant an Order of Possession to the Landlord effective by 1:00pm on November 30, 2025, after the Landlord's service of this Order of Possession on the Tenant. This is the date specified on the Three-Month Notice. Should the Tenant or anyone on the premises fail to comply with this Order of Possession, the Landlord may file this Order of Possession with the Supreme Court of British Columbia, where it will be enforced as an Order of that Court.

I dismiss the Tenant's claim for the Landlord's repairs in the rental unit, and compensation, without leave to reapply.

I dismiss the Tenant's Application for recovery of the Application filing fee, without leave to reapply.

I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: October 31, 2025

Residential Tenancy Branch