

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
- 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

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

- For an Order of Possession based on a 10 Day Notice
- For a Monetary Order for repayment of rent
- To recover the cost of the filing fee

Only the Landlord appeared.

Issue to be Decided

Should the 10 Day Notice be cancelled?

Is the Landlord entitled to an Order of Possession and a Monetary Order for unpaid rent?

Is the Landlord entitled to the cost of their filing fee.

Background and Evidence

The tenancy commenced on February 4, 2024. Rent in the amount of \$3,000.00 was payable on the first of each month. The Tenants paid a security deposit of \$1,500.00.

The Tenants acknowledged in their application that they received the 10 Day Notice on September 25, 2025. The Tenant submits in their application the reasons for disputing the 10 Day Notice as follows:

I had a serious surgery that left me bedridden for four months. I was on medical EI struggling to pay my bills. My landlord knew about the situation and left it till I

got back to work. Gave me a 10 day notice I did dispute it and my application was granted the next morning the landlord posted another 10 day notice without any discussion after the dispute to resolve it together.

The Landlord stated that the Tenants had failed to \$6,500.00 in rent when the 10 Day Notice was issued on September 25, 2025. The Landlord stated that the Tenant did not pay any of the arrears. The Landlord stated that the Tenants have now failed to pay rent for October 2025. The Landlord stated that the total rent owed is \$9,500.00.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 26 of the Act requires tenants to pay rent on time, even if the landlord breached the Act, unless they have a legal right to withhold rent. Section 46 says when rent is unpaid the landlord can end the tenancy by giving a 10-day notice on any day after rent is due.

Under the legislation, a tenant may dispute a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities if they can provide evidence supporting specific reasons, including proof of rent payment or a lawful right to deduct rent under the Act.

Upon review of the 10 Day Notice, I find the 10 Day Notice is completed in accordance with the requirements of section 52 of the Act.

Although the Tenants filed an application for dispute resolution within the time limit permitted under the Act, I find the Tenants' application had no merit as rent was not paid within 5 days after receiving the 10 Day Notice. Nor do the reasons outlined by the Tenants in their application grounds to withhold rent.

I find the Tenants breached the Act, when they failed to pay the rent. Therefore, I dismiss the Tenant's to cancel the 10 Day Notice without leave to reapply.

As the Tenant did not appear to provide any testimony, I dismiss the remaining issues without leave to reapply.

As the Tenant's application is dismissed, I find the landlord is entitled to an order of possession, pursuant to section 55 of the Act.

Order of possession for the landlord

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

(a)the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and
(b)the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

(1.1)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.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to monetary order for the unpaid rent, pursuant to section 55(1.1) of the Act in the amount of \$9,500.00.

I find that the Landlord has established a total monetary claim of **\$9,600.00** comprised of the above described amount and the \$100.00 fee paid for this application. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **Tenants are cautioned** that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenants' application is dismissed without leave to reapply. The Landlord is granted an order of possession and a monetary order for repayment of rent.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 24, 2025

Residential Tenancy Branch