



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## DECISION

Dispute Codes      CNR, MNDCT, RR, RP, LRE, OLC, OPR-DR, FFL

### Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlords requested:

- an Order of Possession for unpaid rent pursuant to section 55; and
- authorization to recover the filing fee for this application, pursuant to section 72 .

The tenant requested:

- cancellation of the landlords’ 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order requiring the landlords to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- a monetary order as compensation for loss or damaged under the Act, regulation or tenancy agreement pursuant to section 67
- an order to restrict or suspend access for the Landlord to enter the unit or site pursuant to section 70.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony and to make submissions. The parties acknowledged receipt of evidence submitted by the other.

Issue(s) to be Decided

- Is the landlord entitled to an Order of Possession based on the 10 Day Notice?
- Is the landlord entitled to recover the filing fee for this application?
- Is the tenant entitled to have the 10 Day Notice to End Tenancy for unpaid Rent or Utilities cancelled?
- Is the tenant entitled to an order for a rent reduction?
- Is the tenant entitled to an order to compel the Landlord to make repairs to the unit?
- Is the tenant entitled to an order restricting or suspending the landlords access to the unit?
- Is the tenant entitled to a monetary order as compensation?
- Is the tenant entitled to an order to compel the landlord to comply with the Act, regulation or tenancy agreement.

Background and Evidence

The parties agreed that the tenancy began on April 1, 2017 and that the current monthly rent is \$1,472.05 and that the tenant paid a security deposit of \$625.00. The DL testified that the Tenant stopped paying rent on July 7, 2025. DL testified that on October 3, 2025, he served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. DL testified that as of this hearing the amount of unpaid rent is \$5,888.20. DL requests a monetary order for unpaid rent and an order of possession. DL testified that the claim of a leaking fridge is new information that he was not told about until the Tenant filed her application. DL testified that many of the claims she's making today are issues that were rectified years ago and that have no merit today.

KS testified that she broke her leg in November 2024 due to a leaking fridge that the Landlord never repaired. KS testified that she broke her tailbone in early September 2025 when a stairway gave out when she stepped on it. KS testified that the unit has had mold since she moved in and that the Landlord refused or ignored making repairs. KS testified that due to the Landlords neglect of maintaining the property, she ended up getting injured and losing work because of it and shouldn't have to pay rent due to their negligence.

Analysis

The tenant confirmed the amount of unpaid rent. Section 26 of the Act addresses the issue before me as follows:

### **Rules about payment and non-payment of rent**

**26** (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The landlord provided undisputed evidence that the tenant failed to pay the rent in full for the months of August – November 2025. Therefore, I find that the landlord is entitled to \$5,888.20 in arrears for the above period.

Further to the above:

Section 55(1) of the *Act* reads as follows:

**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.

I find that the 10 Day Notice complies with section 52 of the *Act*.

I find that the landlord is entitled to a 7 day Order of Possession. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 7 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

As the landlord has been successful in their application, they are entitled to the recovery of the \$100.00 filing fee from the tenant.

Applying section 72 of the *Act*, the landlord is entitled to retain the \$625.00 security deposit and accrued interest of \$34.67= \$659.67. Applying that amount to the amount of unpaid rent and the filing fee leaves a balance owing to the landlord of \$5,338.53.

As I have determined that this tenancy is over, the tenants request for an order to have the landlord comply with the act, an order for repairs, an order for a future rent reduction and an order to limit or suspend the landlords access to the unit is dismissed in its entirety without leave to reapply. I address the remaining issue of a monetary order as follows. The tenant failed to show sufficient mitigation as required under section 7(2) of the Act. In addition, many of the items alleged have either already been rectified or insufficient notice was given to the landlord as they were not given an opportunity to address them. Furthermore, the tenant failed to provide sufficient evidence of any **actual loss**. For the above reasons, I dismiss the tenants application in its entirety.

### Conclusion

The landlord is granted an order of possession and a monetary order for \$5,338.53.

The tenant's application is dismissed in its entirety without leave to reapply.

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: November 03, 2025

---

Residential Tenancy Branch