



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## DECISION

### Introduction

This hearing dealt with crossed Applications for Dispute Resolution under the Residential Tenancy Act (the Act).

The Landlord filed their application on October 16, 2025. The Landlord's application includes these claims:

- I issued a 10 Day Notice to End Tenancy for Unpaid Rent not paid in the required time and I want an order of possession
- I want the tenant to pay to repair the damage that they, their pets or their guests caused during their tenancy - request to retain security and/or pet damage deposit
- I want to retain all or a part of the tenant's security and/or pet damage deposit

This hearing also dealt with a cross-application filed by the Tenant under the Act on October 17, 2025. The Tenant's application includes these claims:

- I want to dispute a 10 Day Notice to End Tenancy Issued for Unpaid Rent or Utilities
- I want compensation for my monetary loss or other money owed

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package) for the Landlord's application and Evidence**

The Landlord testified that they served the Landlord's Proceeding Package and evidence on October 19, 2025, by attaching them to the Tenant's door and emailing it to the Tenant. The Landlord served additional evidence on November 10, 2025. The Tenants acknowledged service of the Landlord's Proceeding Package and evidence and indicated that they had sufficient time to review the evidence. Accepting this, I find the Tenant sufficiently served in accordance with the Landlord's application and evidence under section 71(2) of the Act.

The Tenants confirmed that they did not submit any separate response evidence in respect of the Landlord's application, and that their evidence for both applications was included in the Tenant's Proceeding Package.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package) for the Tenants' application and Evidence**

The Tenant testified that they did not serve their Proceeding Package and evidence on the Landlord. The Landlord said they found out about the Tenant's application when she visited the Residential Tenancy Branch on November 10, 2025. Based on the submissions of the parties, I find the Landlord was sufficiently served with the Tenant's proceeding Package under section 71(2) of the Act.

The Tenant testified that they did not serve their evidence on the Landlord and had only submitted to the Residential Tenancy Branch portal. The Landlord agreed to accept the Tenant's evidence by email at the hearing. The Tenant emailed a copy of their evidence to the Landlord, which the Landlord acknowledged receipt of the documents without issue. I therefore find the Landlord was sufficiently served with the Tenant's evidence under section 71(2) of the Act.

### **Preliminary Issues**

#### *Unrelated disputes*

Rule 2.3 of the *Residential Tenancy Branch Rules of Procedure* states that claims must be related to each other, and that if, in the course of the dispute resolution proceeding the arbitrator determines that it is appropriate to do so, the arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

I informed the parties at the outset of the hearing that due to the requirements under Rule 2.3 that claims be related to each other, I was only going to hear the most urgent claim, which was whether the 10 Day Notice should be cancelled.

The following issue raised by the Landlord is dismissed with leave to reapply:

- I want the tenant to pay to repair the damage that they, their pets or their guests caused during their tenancy - request to retain security and/or pet damage deposit

The following issue raised by the Tenants is dismissed with leave to reapply:

- I want to dispute a 10 Day Notice to End Tenancy Issued for Unpaid Rent or Utilities
- I want compensation for my monetary loss or other money owed

Leave to reapply is not an extension of any applicable time limit.

### Notices to End Tenancy

The parties acknowledged that there were two separate 10 Day Notices that were served on the Tenant. The first 10 Day Notice was served on the Tenant on September 5, 2025 (First Notice) and the second 10 Day Notice was served on the Tenant on October 6, 2025 (Second Notice). The Tenants confirmed that they received both notices. Both notices were submitted into evidence and discussed at the hearing. I proceeded with the hearing considering both notices.

### Amendment of Application

The Landlord sought to increase their monetary claim from \$800.00 to \$2,400.00 to reflect the Tenant's failure to pay \$800.00 in monthly rent for October and November 2025 rent, the additional month of unpaid rent waiting for this hearing.

*Residential Tenancy Branch Rules of Procedure*, Rule 7.12, states that in circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing. I allow the amendment as this was clearly rent that the Tenant would have known about and resulted since the Landlord submitted the application.

### **Issues to be Decided:**

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

### **Background and Evidence**

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

The parties agreed that this tenancy began on July 1, 2024, with a monthly rent at \$800.00, due on the first day of the month. The Tenant is required to perform work on the rental unit for the reduced rent. The parties submitted into evidence a copy of the tenancy agreement.

Clause 34 of the tenancy agreement states the following:

34. Tenant is assigned to do specific duties at the farm for this reduced rent. Help in cutting the lawn, minor repairs & maintenance. In case of emergency such as a tree falls on a drive (sic), clear the driveway.

The Landlord testified that the Tenant paid a security deposit in the amount of \$400.00 and no pet damage was paid as indicated on the tenancy agreement.

The Tenant said there is also a pet damage deposit paid in the amount of \$400.00 and that they have a receipt for the deposit. The Tenant did not submit a copy of the receipt into evidence.

The Landlord served two separate 10 Day Notices on the Tenant as the Tenant failed to pay the outstanding rent after the first notice was issued.

The first 10 Day Notice was served on the Tenant on September 5, 2025, by posting a copy on the Tenant's door (First Notice). The Tenant confirmed they received the First Notice on the same day.

The second 10 Day Notice was served on the Tenant on October 6, 2025, by posting a copy on the Tenant's door (Second Notice). The Tenant confirmed they received the Second Notice on the same day.

The First Notice did not include an effective date. The Landlord testified that the omission of the effective date was an oversight. The First Notice states that the Tenant failed to pay rent in the amount of \$800.00 due on September 1, 2025.

The Second Notice has an effective date of October 21, 2025. The Second Notice also states that the Tenant failed to pay rent in the amount of \$800.00 due on September 1, 2025.

At the hearing, the Landlord said the \$800.00 indicated on the notices remain outstanding, and that she did not receive any rent payments for October and November 2025.

The Landlord submitted into evidence an email dated November 7, 2025 from the Tenant to the Landlord stating that the Tenant did not pay rent because the Tenant does not feel they have been treated fairly by the Landlord as the Landlord gave the Tenant extra work to perform which shows the Landlord did not appreciate the amount of work the Tenant had done in the summer.

The Tenant said the Landlord owes the Tenant money for work performed, and in early September 2025 the parties verbally agreed that the Tenant may take the balance owed from the rent. The Tenant submitted into evidence an invoice dated June 1, 2024 for the work performed by the Tenant. The Tenant had only received \$1,000.00 for the \$22,470.00 work billed.

The Landlord testified that she never had any verbal conversation about rent deductions with the Tenant. Furthermore, the Tenant did not perform \$22,470.00 worth of work as indicated on the invoice submitted by the Tenant. The Landlord has never seen the invoice before. For the work performed, the Landlord has receipts and clear records of all the e-transfers made.

The Tenant said he did not dispute the First Notice due to the verbal agreement between the parties. He thought the First Notice was null and void.

## **Analysis**

Rule 6.6 of the Residential Tenancy Branch Rules of Procedure states that the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The Landlord has the onus of proof.

### **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(s) do 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).

Section 55(2)(b) states that a landlord may request an order of possession of a rental unit if a notice to end tenancy has been given by the landlord and the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired.

Based on the testimony of the parties, the First Notice was posted on the Tenant's door on September 5, 2025. The Tenant confirmed they received the notice on the same day. I find the Tenant was served with the notice on September 5, 2025, and that the Tenant had until September 10, 2025, to dispute the 10 Day Notice or to pay the full amount of the arrears.

Section 52 of the Act states that in order to be effective a notice to end tenancy must be in writing, be signed and dated by the landlord giving the notice, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved RTB form.

Section 68 of the Act states that if a notice to end tenancy does not comply with section 52, the director may amend the notice if satisfied that the person receiving the notice knew, or should have known, the information that was omitted from the notice, and in the circumstances, it is reasonable to amend the notice.

Section 53 of the Act allows the effective date of a notice to be changed to the earliest date upon which the notice complies with the Act.

Pursuant to section 68 of the Act, I find that the Tenant knew or should have known the effective date of the First Notice is September 14, 2025 as the notice is dated September 4, 2025 and this is a 10 Day Notice. As the First Notice was received by the Tenant on September 5, 2025, the effective date of the notice is amended to September 15, 2025 pursuant to section 53 of the Act.

There is no dispute that the Tenant did not pay the arrears indicated on the 10 Day Notice and did not file an application to dispute the First notice.

While the Tenant claims that the parties reached a verbal agreement that the Tenant may take the balance owed by the Landlord for the work performed from the rent, based on the testimony of the Landlord, the 10 Day Notices, and the email dated November 7, 2025, I find that there is no agreement made between the parties to allow the Tenant to deduct from the rent the balance allegedly owed by the Landlord and that the Tenant did not pay rent because he did not feel he was treated fairly by the Landlord.

Based on the above, I find the Tenant failed to pay the outstanding rent and did not make an application under section 46(4) of the Act within the same timeframe disputing the First Notice.

In accordance with section 46(5) of the Act, due to the failure of the Tenant to take either of these actions within five days, I find the Tenant is conclusively presumed to have accepted the end of this tenancy on September 15, 2025, the amended effective date on the First Notice. In this case, the Tenant and anyone on the premises were required to vacate the premises by September 15, 2025.

Pursuant to section 55(2)(b) of the Act, the Landlord is entitled to an Order of Possession.

Since I have determined that the Tenant is conclusively presumed to have accepted the end of the tenancy under section 46(5) based on the First Notice, I will not proceed to consider the validity of the Second Notice.

### **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 above, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act, in the amount of \$2,400.00.

I find the Landlord is entitled to a Monetary Order for unpaid rent in the amount of \$2,400.00 (\$800.00 x 3 months).

### **Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested?**

Although the Tenant asserts that he paid a security deposit in the amount of \$400.00 and also a pet damage deposit in the amount of \$400.00, based on the Landlord's testimony and the tenancy agreement, I find that on a balance of probabilities that no pet damage was paid by the Tenant.

The Landlord continues to hold the Tenant's security deposit of \$400.00 in trust. In accordance with the off-setting provisions of section 72 of the Act, I order the Landlord to retain \$400.00 from the Tenant's security deposit, plus \$8.75 interest, in partial satisfaction of the monetary order.

### **Conclusion**

I grant an Order of Possession to the Landlord **effective fourteen (14) days 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 **\$2,400.00** under the following terms:

| <b>Monetary Issue</b>  | <b>Granted Amount</b> |
|--|-----------------------|
| a Monetary Order for unpaid rent under section 67 of the Act | \$2,400.00            |
| Less: security deposit and accrued interest                  | -\$408.75             |
| <b>Total Amount</b>  | <b>\$1,991.25</b>     |

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 and enforced in the Provincial Court of British Columbia (Small Claims 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: November 12, 2025

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Residential Tenancy Branch