

## **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

### **Introduction**

This hearing dealt with 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
- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

*Tenant J.I. attended the hearing as did Property Managers B.R. and V.R. as agents of the Landlord.*

### **Preliminary Matters**

#### *Request for Adjournment*

At the onset of the hearing the Tenant requested an adjournment. When asked why the the Tenant stated that she had been unwell and had been at the hospital one week ago as well as the day prior to the hearing. The Tenant had uploaded photographs of hospital bracelets that were undated, as well as confirmation that she is scheduled for a cardiology appointment in December. The Tenant also advised that she had sought legal representation, but they were not available, no evidence of representation was provided.

Rule of Procedure 7.8 says that when a party requests an adjournment the arbitrator will determine whether the circumstances warrant the adjournment of the hearing. In considering whether to allow or disallow a request for adjournment the arbitrator will consider:

- the oral or written submissions of the parties;
- the likelihood of the adjournment resulting in a resolution;
- the degree to which the need for the adjournment arises out of the intentional actions or neglect of the party seeking the adjournment;
- whether the adjournment is required to provide a fair opportunity for a party to be heard; and
- the possible prejudice to each party.

The Landlord opposed an adjournment and advised that rent for November remained unpaid at this time.

The Tenant did not provide any proof that she was medically unable to attend the hearing, nor did she provide proof that legal representation had been applied for or retained.

In consideration of the above criteria for an adjournment, the submissions of the parties, nature of the dispute, and lack of evidence to support the request I find that an adjournment is disallowed. The hearing proceeded as scheduled.

#### *Landlord Representation*

The Tenant expressed concern regarding the management of the Tenancy as no documentation of representation had been provided to her since signing the Tenancy Agreement with the Owners.

The Residential Tenancy Act defines a "landlord," in relation to a rental unit, as any of the following:

- (a) the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord,
  - (i) permits occupation of the rental unit under a tenancy agreement, or
  - (ii) exercises powers and performs duties under this Act, the tenancy agreement or a service agreement;
- (b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);
- (c) a person, other than a tenant occupying the rental unit, who
  - (i) is entitled to possession of the rental unit, and
  - (ii) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit;
- (d) a former landlord, when the context requires this;

To confirm that V.R. and B.R. were approved agents for the Owner, the parties were requested to provide documentation that the Owners had secured them as property managers. On November 7, 2025, the appropriate documents were provided to confirm that the parties attending were authorized to act as agent for the Owners.

#### *Amount Claimed*

At the outset of the hearing the Landlord advised that rent for October 2025 was paid in full on October 26, 2025, however rent for November remained unpaid. This was confirmed by the Tenant.

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 an amendment to include rent owed for November as this was clearly rent that the Tenant would have known about and resulted since the Landlord submitted the application.

### **Issues to be Decided**

Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?

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

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

### **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.

Evidence was provided showing that this tenancy began in April 2025, with a monthly rent of \$3,390.00, due on the first day of each month.

On October 7, 2025, the Landlord served the Tenant with a Notice to End Tenancy (the "Notice") by attaching it to the door. The Tenant's application shows that she received the Notice on October 10, 2025.

On October 14, 2025, the Tenant submitted an application to dispute the Notice.

On October 16, 2025, the Landlord submitted an application for an Order of Possession and compensation for unpaid rent.

In both her application for dispute resolution and the hearing the Tenant submits that the reason the rent was not paid on time is that she was waiting for funding through the government.

It is undisputed that the rent for October 2025 was paid in full on October 26, 2025. It is also undisputed that, at the time of the hearing, the Tenant owes rent for November 2025, totaling \$3,390.00.

The parties were provided with the opportunity to submit requests regarding the effective date of an Order of Possession, should one be granted. The Tenant requested

December 1, 2025, submitting that she is unwell and has no options for housing at this time. The Landlord requested November 15, 2025.

## **Analysis**

When two parties to a dispute provide equally possible accounts of events or circumstances related to a dispute, the party making the claim has responsibility to provide evidence over and above their testimony to prove their claim.

### **Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?**

Section 26 of the Act states that 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.

While there are limited circumstances which allow a Tenant to withhold rent, the Act does not allow for consideration of personal circumstances.

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).

I find that the 10 Day Notice was served to the Tenant on October 10, 2025, and that the Tenant had until October 15, 2025, to dispute the 10 Day Notice or to pay the full amount of the arrears.

Based on the evidence before me, I find the Tenant failed to pay any rent within five days of receiving the 10 Day Notice.

Therefore, I find that the Landlord is entitled to 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.

### **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 evidence before me, I find that the Landlord has established a claim for unpaid rent owing in the amount of \$3390.00 for the month of November.

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act, in the amount of \$3390.00.

**Is the Landlord entitled to recover the filing fee for this application from the Tenant?**

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

**Conclusion**

I grant an Order of Possession to the Landlord **effective seven (7) 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 **\$3490.00** under the following terms:

<b>Monetary Issue</b>	<b>Granted Amount</b>
a Monetary Order for unpaid rent under section 67 of the Act	\$3390.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
<b>Total Amount</b>	<b>\$3490.00</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) if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

The Landlord's application for a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act is dismissed, with 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 Act.

Dated: November 7, 2025

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Residential Tenancy Branch