

DECISION

Introduction

This hearing dealt with the parties' applications for dispute resolution under the *Residential Tenancy Act* (the "Act").

The Tenant applied to cancel a 10 day notice to end tenancy for unpaid rent or utilities dated November 17, 2025 (the "10 Day Notice") under section 46 of the Act.

The Landlord applied for:

- an order of possession of the rental unit based on the 10 Day Notice under section 55 of the Act;
- compensation of \$1,349.00 for unpaid rent under section 67 of the Act; and
- authorization to recover the Landlord's filing fee from the Tenant under section 72 of the Act.

The Tenant and the corporate Landlord's representative JE attended this hearing. Both attendees gave affirmed testimony.

Service of Notice of Dispute Resolution Proceeding and Evidence

JE confirmed receipt of the Tenant's notice of dispute resolution proceeding, initial evidence, and additional evidence on behalf of the Landlord. The Tenant confirmed receipt of the Landlord's notice of dispute resolution proceeding and evidence.

Issues to be Decided

Should the 10 Day Notice be cancelled?

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to compensation for unpaid rent?

Is the Landlord entitled to recover its filing fee from the Tenant?

Background and Evidence

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

This tenancy commenced on July 1, 2018. The rent is currently \$1,349.00 due on the first day of each month. The Tenant paid a security deposit of \$597.50.

On November 17, 2025, the Landlord issued the 10 Day Notice to the Tenant with an effective date of November 27, 2025. According to this notice, the Tenant failed to pay rent of \$1,349.00 due on November 1, 2025. The Tenant indicated in his application that he received a copy of the 10 Day Notice on November 17, 2025. JE confirmed that he served the Tenant in person. The Tenant applied to dispute the 10 Day Notice on November 20, 2025.

The Landlord made its application on November 28, 2025. JE testified that the Tenant's rent remains outstanding for November and December.

The Tenant testified that he is expecting a large payout through the court system, and that upon receipt of the funds he would be able to catch up on all rent. The Tenant testified that he offered a payment plan of \$300.00 every 2 weeks and was open to other suggestions, but the Landlord did not agree. The Tenant submitted partially redacted court documents into evidence. The Tenant indicated that he expected to receive the funds in a few weeks.

JE expressed that it is unclear what the Tenant's redacted court documents show, and that if the Tenant had funds coming in, the Tenant could have borrowed money in the interim to pay the overdue rent. JE confirmed that the Landlord requests an order of possession of the rental unit as soon as possible, compensation for unpaid rent, and recovery of its filing fee.

Analysis

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 onus to prove their case is on the person making the claim.

Should the 10 Day Notice be cancelled?

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

If a tenant does not pay rent when due, section 46 of the Act permits a landlord to take steps to end a tenancy by issuing a notice to end tenancy for unpaid rent.

In this case, I have reviewed the 10 Day Notice and I find that it complies with the requirements of section 52 of the Act in form and content.

I find the Tenant received a copy of the 10 Day Notice on November 17, 2025, in accordance with section 88(a) of the Act. I find the Tenant did not pay the overdue rent within 5 days of receiving the notice to cancel it under section 46(4)(a) of the Act.

I find the Tenants disputed the notice on November 20, 2025, within the time limit required under section 46(b) of the Act.

Where a tenant applies to dispute a notice to end a tenancy issued by a landlord, Rule 6.6 of the Rules of Procedure places the onus on the landlord to prove, on a balance of probabilities, the grounds on which the notice to end tenancy were based.

Although the Tenant has applied to cancel the 10 Day Notice, I find it is undisputed that the Tenant has not paid any rent to the Landlord starting in November 2025.

The legal reasons under the Act for a tenant to deduct from rent include:

- The tenant paid too much for a security or pet damage deposit (section 19(2))
- The tenant paid for emergency repairs (section 33(7))
- The tenant paid an illegal rent increase (section 43(5))
- The tenant applied compensation to the last month's rent where the landlord has issued a notice to end tenancy for landlord's use (section 51(1.1))
- The tenant was awarded monetary compensation or a rent reduction by the Residential Tenancy Branch (section 72(2)(a))

Based on the evidence presented, I do not find the Tenant to have withheld payment of rent to the Landlord for any of these permitted reasons. I find the Tenant did not deduct unpaid rent due to a belief that the deduction was allowed for emergency repairs or under an order of the director. I find the Landlord does not agree to an extension of time under section 66(2) of the Act for the Tenant to pay the overdue rent.

Accordingly, I conclude that the Tenant's claim to cancel the 10 Day Notice should be dismissed.

Is the Landlord entitled to an order of possession?

Section 55(1) of the Act states that 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:

- the landlord's notice to end tenancy complies with section 52 of the Act in form and content; and

- during the dispute resolution proceeding, the director dismisses the tenant's application or upholds the landlord's notice.

Having found the 10 Day Notice to comply with requirements of section 52 of the Act and having dismissed the Tenant's claim to cancel the 10 Day Notice, I find the Landlord is entitled to an order of possession under section 55(1) of the Act.

The effective date of the 10 Day Notice (November 27, 2025) has already passed. In these circumstances, effective dates for orders of possession are generally set for 7 days after the order is received (see Residential Tenancy Policy Guideline 54).

Pursuant to section 68(2)(a) of the Act, I order that this tenancy is ended as of December 22, 2025, the date of this decision. I grant the Landlord an order of possession of the rental unit effective 7 days after service upon the Tenant.

Is the Landlord entitled to compensation for unpaid rent?

Pursuant to section 55(1.1) of the Act, the director must grant an order requiring the payment of unpaid rent when the notice to end tenancy complies with section 52 of the Act and the tenant's application to dispute the notice is dismissed.

Residential Tenancy Policy Guideline 3 states that if the director is satisfied upon reviewing submitted materials and hearing evidence as to an amount of unpaid rent owing, including rent owing since the time the notice to end tenancy was issued, the director must grant an order to the landlord for the amount of unpaid rent found to be owing.

I am satisfied that as of the date of this hearing (December 22, 2025), the Tenant owes the Landlord unpaid rent from November to December 2025, or $\$1,349.00 \times 2 \text{ months} = \$2,698.00$. I find the Landlord is entitled to compensation for this amount under section 55(1.1) of the Act. I note I do not pro-rate the December rent. I find the rent was payable on a monthly, not daily basis under the parties' tenancy agreement, and the December rent was due in full to the Landlord on December 1, 2025.

Is the Landlord entitled to recover its filing fee from the Tenant?

The Landlord has been successful in this dispute. I find the Landlord is entitled to recover its filing fee from the Tenant under section 72(1) of the Act.

Conclusion

The Tenant's application is dismissed without leave to re-apply.

This tenancy is ended as of **December 22, 2025**.

Pursuant to section 55(1) of the Act, I grant an Order of Possession to the Landlord effective **seven (7) days** after service upon the Tenant. The Tenant must be served with this Order as soon as possible. Should the Tenant or any occupant of the rental unit fail to comply with this Order, this Order may be filed and enforced in the Supreme Court of British Columbia.

Pursuant to sections 55(1.1) and 72(1) of the Act, I grant the Landlord a Monetary Order of **\$2,798.00** for unpaid rent from November to December 2025 (\$2,698.00), and recovery of the Landlord's filing fee (\$100.00). The Landlord is authorized under section 72(2)(b) of the Act to deduct \$597.50 from the security deposit held by the Landlord to partially satisfy this Order. This Order may also be served on the Tenant, filed in the Provincial Court of British Columbia, and enforced as an order of that 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: December 22, 2025

Residential Tenancy Branch