



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

### Introduction

This hearing was convened in response to cross applications.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied:

- to cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities
- for an Order requiring the Landlord to provide services or facilities
- for an Order requiring the Landlord to provide access to the rental unit
- to suspend or set conditions on the Landlord's right to enter the rental unit
- for an Order requiring the Landlord to make repairs.

In the Tenant's Application for Dispute Resolution, AM is named as the Applicant and PH is named as the Respondent.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession and to recover the fee for filing an Application for Dispute Resolution. In this Application for Dispute Resolution, PH and JC are named as the Applicants and AM and SM are named as the Respondents.

There was insufficient time to conclude the hearing when it began on December 12, 2025. The December 12, 2025 hearing was adjourned and was reconvened on January 27, 2026. The hearing proceeded on January 27, 2026 and was concluded on that date.

PH and AM were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions at both hearings. On December 12, 2025, PH and AM affirmed they would speak the truth, the whole truth, and nothing but the truth during these proceedings. PH and AM were reminded of this affirmation at the reconvened hearing.

On December 12, 2025, PH and AM were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. PH and AM

affirmed they would not record any portion of these proceedings. PH and AM were reminded of this affirmation at the reconvened hearing.

On January 27, 2026, AA affirmed that they would speak the truth, the whole truth and nothing but the truth at the hearing. AA also affirmed that they would not record the hearing.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

This matter was addressed in the interim decision of December 12, 2025.

### **Service of Evidence**

Service of the Landlord's evidence was addressed in the interim decision of December 12, 2025.

At the hearing on December 12, 2025, the Tenant stated that their evidence package was served to the Landlord with hearing documents, which the Landlord denied. In my interim decision of December 12, 2025, the Tenant was given the opportunity to re-serve the Landlord with their evidence package of November 13, 2025.

At the hearing on January 27, 2026, AM stated that the evidence package was again served to the Landlord by registered mail, although they do not recall the date of service. PH acknowledged receiving this evidence on December 23, 2025, and it was accepted as evidence for these proceedings.

As was permitted in my interim decision, the Landlord submitted rebuttal evidence to the Residential Tenancy Branch on December 22, 2025. PH stated that this evidence was served to the Tenant by registered mail on December 23, 2025. AM acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

### **Issue(s) to be Decided**

Should the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities be set aside?

Is the Landlord entitled to an Order of Possession?

Is there a need to suspend or set conditions on the Landlord's right to enter the rental unit?

Is there a need to issue an Order requiring the Landlord to provide access to the rental unit?

Is there a need to issue an Order requiring the Landlord to make repairs to the rental unit?

Is there a need to issue an Order requiring the Landlord to provide services or facilities?

Is the Landlord entitled to recover the fee for filing their Application for Dispute Resolution?

### **Background and Evidence**

The Landlord and the Tenant agree that:

- the tenancy began on November 01, 2021
- monthly rent is currently \$3,370.00
- rent is due by the first day of each month
- there was a flood in the unit on October 27, 2025
- the rental unit was rendered temporarily uninhabitable by the flood
- on October 27, 2025, PH told the AM's roommates that they were not permitted to remain in the rental unit and that they must leave immediately
- the roommates have not occupied the rental unit since October 27, 2025
- on October 30, 2025, PH told AM that their property must be moved from the rental unit by the end of the weekend
- on October 30, 2025, PH told AM that they needed to pay rent for November of 2025 if they wished to continue the tenancy
- a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities was left in the Tenant's mailbox
- the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities declared rent of \$3,370.00 had not been paid
- the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities declared that the unit must be vacated by November 11, 2025
- no rent has been paid for November of 2025, December of 2025, or January of 2026.

On December 12, 2025, PH stated that:

- the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities was left in the mailbox on November 03, 2025
- a letter from the building concierge declares that envelopes were left in the mailbox on November 03, 2025
- on November 03, 2025, the Tenant owed \$3,370.00 in rent

- the people occupying the rental unit on October 27, 2025 were told they had to vacate the unit as a result of the flood which occurred on that date
- AM was told their property had to be removed from the unit by October 30, 2025 to accommodate flood-related repairs
- after the Tenant told the Landlord they did not wish to end the tenancy, AM was told rent was required for November of 2025
- AM was told they would have to file an Application for Dispute Resolution if they wanted a rent reduction for November of 2025
- the walls in the unit have not been opened to assist with drying the unit, as the Tenant has not cooperated by moving their personal property or giving the Landlord permission to move their personal property
- they anticipate remediation work will take approximately one week, once the Tenant cooperates by moving their property
- on November 12, 2025, the restoration company removed their drying equipment because the walls in the unit had not been opened.

On December 12, 2025, AM stated that:

- the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities was received on November 11, 2025
- the Tenant had lost the key to their mailbox and was retrieving mail with the assistance of the concierge
- the Landlord began deconstruction in the rental unit without the Tenant's consent
- they never told the Landlord the walls in the unit could not be opened, although they did tell the Landlord their property could not be moved unless the Tenant was present to supervise
- after being told that the Landlord would not agree to a rent reduction, AM did not contact the Residential Tenancy Branch to determine if rent was due for November 01, 2025.

On January 27, 2026, AM stated that:

- the Tenant's personal property was removed from the rental unit on December 15, 2025
- the rental unit still needs to be painted
- there is no flooring in the unit
- they are still not living in the unit
- the Landlord telling their roommates they could not live in the rental unit constitutes "constructive eviction" because it meant the Tenant could not afford to pay the rent for November of 2025

- the roommates would not have paid full rent if they were not able to live in the unit for a portion of November of 2025, but they would have “figured it out”
- the Tenant did not initially understand that they were entitled to have roommates
- the Tenant subsequently learned that the Landlord could not prevent them from having roommates
- the Landlord did not attempt to end the tenancy by serving a One Month Notice to End Tenancy because of the roommates living in the unit
- there has been no running water in the unit since the flood
- the absence of running water constitutes “constructive eviction”, as it prevented the Tenant from living in the unit
- the Landlord never identified the source of the leak
- a plumber hired by the Tenant inspected the unit on November 13, 2025
- the plumber hired by the Tenant did not detect a leak within the rental unit
- the plumber hired by the Tenant told the Tenant there was a leak somewhere else in the building
- the plumber hired by the Tenant told the Tenant not to turn on the water due to the leak elsewhere in the building
- the Tenant did not submit evidence from their plumber as evidence for these proceedings
- the concierge told the Tenant that there was a flood in the building on November 18, 2025, which impacted the suite below the rental unit
- the Tenant did not submit evidence from the concierge to corroborate the testimony that the Tenant was told of the November 18, 2025 flood
- they knew that they were legally obligated to pay rent for November of 2025
- the plumber’s declaration that the bidet was the source of the flood was just an assumption.

On January 27, 2026, PH stated that:

- the Tenant’s personal property was removed from the rental unit on December 15, 2025
- the flood mitigation work is complete
- the rental unit still needs to be painted
- there is no flooring in the unit
- the Tenant is still not living in the unit
- the Landlord did not attempt to end the tenancy by serving a One Month Notice to End Tenancy because of the roommates living in the unit
- the Landlord does not have a tenancy agreement with the roommates

- the Landlord has a tenancy agreement with AM, who is the person responsible for paying rent
- the plumber hired by the Strata Corporation could not locate the source of the leak
- the plumber suspects the bidet installed by the Tenant was the source of the leak, perhaps due to user error
- as outlined in Exhibit A, the Strata Corporation has concluded that the bidet was the source of the flood
- the Tenant was told they could turn the water on in the unit once the remediation work was complete
- the Tenant did not move back into the unit, so the Tenant did not turn the water back on
- the water shut off is located within the rental unit
- the Tenant's partner told the Landlord that on November 18, 2025, there was a flood in the building
- the building concierge told the Landlord that there was not a flood in the building on November 18, 2025
- the Landlord is forgoing any right to rent due for November of 2025, December of 2025, in an effort to compensate the Tenant for any losses arising from the flood
- the Landlord is forgoing any right to rent for ½ of January of 2026 in an effort to compensate the Tenant for any losses arising from the flood.

Electronic communications between the parties show:

- on, or about, October 28, 2025, the Landlord declared the unit was uninhabitable and informed the Tenant that all occupants must leave
- on October 31, 2025, the Tenant told the Landlord, in part, that
  - nobody was permitted to enter the unit to move personal property or complete repairs
  - construction must stop until the Tenant's property is removed
- on October 31, 2025, the Landlord gave the Tenant notice of their intent to enter the rental unit on November 03, 2025
- on November 02, 2025, the Tenant told the Landlord, in part, that:
  - they are not ending their tenancy
  - they have found temporary accommodation
  - they will move their personal property once construction debris is removed so it is safe
  - the Landlord is not permitted to enter the unit without notice
  - they are requesting a rent reduction
- on November 09, 2025, the Landlord told the Tenant, in part, that:

- a notice of entry was posted on their door on November 07, 2025, for entry between November 11, 2025 and November 14, 2025
- they will be entering on those dates
- the Tenant can apply to the Residential Tenancy Branch for a rent reduction
- mitigation work must proceed to prevent further damage.
- on November 09, 2025, the Tenant reiterates that the Landlord does not have the right to enter in accordance with the dates of the Landlord's notice to enter
- on November 10, 2025, the Tenant told the concierge, in part, that:
  - nobody has the right to enter the rental unit without their specific consent regarding timing of the entry
  - remediation work to the unit is no longer an emergency, as the water has been shut off
  - the Landlord has been given AM's permission to enter the unit between November 11, 2025 and November 13, 2025, for the purpose of removing drying equipment and construction debris.
- on November 10, 2025, the Landlord told the Tenant, in part, that:
  - they have the right to enter the unit in accordance with the notice of entry that was posted on November 07, 2025
  - access to construction areas can be provided to the Landlord by:
    - the Tenant giving contractors authority to move personal property within the unit
    - the Tenant clearing access paths are work areas each day
    - the Tenant agreeing to have a third party pack their belongings
    - on November 10, 2025, the Tenant told the Landlord, in part, that they may enter the rental unit between 2:00 PM and 5:00 PM on November 11, 2025, November 12, 2025, and November 14, 2025.

The Tenant submitted a copy of the notice of the Landlord's intent to enter the rental unit between November 11, 2025 and November 14, 2025.

### **Analysis**

Based on the undisputed evidence, I find that the Tenant was required to pay rent of \$3,370.00 by the first day of each month and that they did not pay rent when it was due on November 01, 2025.

Based on the undisputed evidence, I find that on October 27, 2025 there was a flood in the unit which rendered the unit temporarily uninhabitable. There is no evidence to suggest that the rental unit could not be rendered habitable, with appropriate remediation/repairs. I therefore find that this tenancy was not frustrated because of the flood.

I find that this tenancy had not ended on November 01, 2025, as neither party gave written notice to end the tenancy on, or before, November 01, 2025. I find that the Tenant clearly informed the Landlord that they did to wish to end the tenancy and that they retained control over the rental unit after November 01, 2025. Based on the ongoing communications between the parties, I find that both parties understood that the tenancy had not ended on, or before, Novemebr 01, 2025.

Section 26(1) of the Act stipulates, in part, that a tenant must pay rent when it is due unless the tenant has a right under the *Act* to deduct all or a portion of the rent, regardless of whether the landlord complies with the Act or the tenancy agreement. As the tenancy had not ended on November 01, 2025, I find that the Tenant remained obligated to pay rent on November 01, 2025. In circumstances where the Tenant wishes to continue a tenancy after being temporarily displaced, the Tenant must continue to pay rent and then apply to the Residential Tenancy Branch for a rent reduction, if the parties cannot agree on an appropriate reduction.

As no evidence was presented to establish that the Tenant had a legal right to withhold rent for November of 2025, I find that the Tenant remained obligated to pay the rent that was due on November 01, 2025. Specifically, the Landlord did not agree to a rent reduction and no rent reduction had been granted by the Residential Tenancy Branch.

Although it may seem unfair that a tenant must pay rent even if they are temporarily unable to occupy the rental unit, it is a legal requirement. In these circumstances, PH testified that they informed the Tenant of this legal requirement and AM acknowledged she was aware of this legal obligation.

Section 46(1) of the *Act* stipulates that a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than ten days after the date the tenant receives the notice. As the Tenant did not pay the rent that was due on November 01, 2025, I find that the Landlord had the right to serve a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, pursuant to section 46(1) of the Act. Based on the PH's testimony and the letter from the concierge that supports that testimony, I find that the Landlord placed a Ten Day

Notice to End Tenancy for Unpaid Rent or Utilities in the Tenant's mailbox on November 03, 2025.

Based on AM's testimony, I find that the Tenant received the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities on November 11, 2025. I find that AM provided a credible explanation for the delay in receiving the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities.

Section 46(4) of the Act stipulates that within 5 days after receiving a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, a tenant may pay the overdue rent, in which case the notice has no effect, or dispute the notice by making an application for dispute resolution. As I have concluded that the Tenant received the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities on November 11, 2025, I find that the Tenant had until November 16, 2025 to file an Application for Dispute Resolution to dispute the Notice or to pay the outstanding rent.

The undisputed evidence is that the rent for November has not been paid. Residential Tenancy Branch records show that the Tenant filed their Application for Dispute Resolution on November 13, 2025. I therefore find that the Tenant applied to dispute the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities within the legislated time.

As the Tenant did not pay rent when it was due on November 01, 2025 and they have not yet paid rent for November of 2025, I find that the Landlord has the right to end this tenancy pursuant to section 46 of the Act. I therefore dismiss the Tenant's application to cancel the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities and I grant the Landlord an Order of Possession.

I place little weight on the Tenant's submission that the Landlord told the Tenant they could not have roommates. While a tenant is typically permitted to have roommates, providing there are not an unreasonable number of roommates, the Landlord did not end this tenancy due to the presence of roommates. Rather, this tenancy ended because the Tenant did not pay rent when it was due. It is not the Landlord's fault that the Tenant's roommates were displaced because of the flood.

As neither party is seeking financial compensation for losses directly associated to the flood, it is not necessary for me to determine whether the Landlord or the Tenant caused the flood. I do find, however, that there is no evidence to suggest that the flood occurred as the result of negligence on the part of the Landlord.

I place little weight on the Tenant's submission that the Landlord's statement to the Tenant's roommates—that they could not live in the rental unit—amounts to “constructive eviction.” The roommates were unable to reside in the unit because a flood had occurred and repairs were required. There is no evidence that the Landlord did not have the right to require all occupants to leave the unit to facilitate the flood remediation. There is no evidence to establish that the roommates would have continued paying rent for the unit during the period they were displaced. As a result, the Tenant has not established that the Landlord's actions directly caused the financial shortfall that prevented the Tenant from paying rent for November 2025.

Constructive eviction occurs when a landlord's actions or inactions significantly interfere with a tenant's use and enjoyment of a rental unit, effectively forcing the tenant to leave. I find that the Landlord's request to have the rental unit vacated to facilitate repairs was reasonable under the circumstances. I find that the subsequent delay in completing repairs was due, in part at least, to the Tenants refusal to move their property or to allow the Landlord to move their property. I therefore cannot conclude that the Tenant was “constructively evicted”.

Regardless of whether the water could be turned on in the rental unit after the initial remediations, as the Landlord asserts, or the Tenant's plumber told the Tenant not to turn on the water due to the leak elsewhere in the building, as the Tenant asserts, the Tenant remained obligated to pay rent until the tenancy was ended. As previously stated, the Tenant had the right to apply to the Residential Tenancy Branch for a rent reduction as a result of the displacement.

As the Tenant did not abandon their application to cancel the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities and neither party has given any other notice to end the tenancy, I find the tenancy has not yet ended.

Section 29(1)(f) of the Act permits a landlord to enter a rental unit an emergency exists, and the entry is necessary to protect life or property. I find that this section allows a landlord to enter a rental unit for the purposes of taking initial steps for stopping water and taking initial steps to address water damage, such as drying impacted areas.

Section 29(b) of the Act permits a landlord to enter a rent unit for the purposes of repairing a rental unit if the Landlord gives notice, at least 24 hours and not more than 30 days before the entry, providing the entry is between 8:00 AM and 9:00 PM. I find that the Notice to Enter posted on the Tenant's door on November 07, 2025 was proper

notice of the Landlord's intent to enter the rental unit between November 11, 2025 and November 14, 2025.

There is nothing in the Act that authorizes a tenant to prevent a landlord from entering a rental unit to make repairs once proper notice has been given. I therefore find that the Tenant did not have the right to prevent the Landlord from entering the unit on the dates/times listed in the Notice to Enter, regardless of any communications sent to the Landlord advising them they could not enter.

I will not be suspending or setting conditions on the Landlord's right to enter the rental unit, as the tenancy is ending shortly. I do, however, Order the Landlord to strictly comply with section 29 of the Act if they need to enter the rental unit prior to taking legal possession of the rental unit.

As the Landlord is not seeking compensation at these proceedings for lost revenue or for any damages arising from repair delays that may have been caused by the Tenant's actions, that is not a matter that will be determined at these proceedings. The Landlord retains the right to file an Application for Dispute Resolution for damages of this nature.

As the Tenant is not seeking a rent reduction or compensation for loss of quiet enjoyment at these proceedings, that is not a matter that will be determined at these proceedings. The Tenant retains the right to file an Application for Dispute Resolution for damages of this nature.

I Order the Landlord to strictly comply with section 30(1) of the Act for the remainder of this tenancy, which reads:

*A landlord must not unreasonably restrict access to residential property by*  
*(a) the tenant of a rental unit that is part of the residential property, or*  
*(b) a person permitted on the residential property by that tenant.*

As this tenancy will be ending shortly and the Tenant is not currently living in it, I find there is no need to issue an Order requiring the Landlord to provide services or facilities.

As this tenancy will be ending shortly and the Tenant is not currently living in it, I find there is no need to issue an Order requiring the Landlord to make repairs.

Section 55(1.1) of the Act stipulates that if a tenant files an Application for Dispute Resolution to dispute a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, I must grant the landlord a monetary order for unpaid rent if I uphold the Notice and the Notice complies with section 52 of the Act.

As this tenancy has not ended and the Tenant continued to dispute the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities that was served, I find that the Tenant remained obligated to pay rent when it was due on November 01, 2025, December 01, 2025, and January 01, 2026, which is \$10,110.00.

In these unique circumstance, where the Landlord has agreed to forgo rent for November of 2025, December of 2025, and ½ of January of 2026 in an effort to compensate the Tenant for any losses arising from the flood, I find that the only rent due to the Landlord is \$1,685.00, which is due for ½ of January of 2026.

As I have upheld the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities and the Notice complies with section 52 of the Act, I grant the Landlord a Monetary Order for unpaid rent in the amount of \$1,685.00, pursuant to section 55(1.1) of the Act.

I find the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to compensation for the cost of filing their Application for Dispute Resolution.

### **Conclusion**

The Tenant's application to cancel the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities is dismissed, without leave to reapply.

The Landlord's application for an Order of Possession is granted. I grant the Landlord an Order of Possession that is effective on January 31, 2026. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$1,785.00, which includes \$1,685.00 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for \$1,785.00. If the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court 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 *Residential Tenancy Act*.

Dated: January 27, 2026

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Residential Tenancy Branch