

DECISION

Introduction

This cross-application 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 dated December 2, 2025 (the First 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 retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

This cross-application hearing also dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the First 10 Day Notice under section 46 of the Act
- more time to dispute the First 10 Day Notice under section 66 of the Act
- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 5, 2026 (the Second 10 Day Notice)
- cancellation of a One Month Notice to End Tenancy for Cause (the One Month Notice) under section 47 of the Act
- more time to dispute the One Month Notice under section 66 of the Act
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act

Service of Notices of Dispute Resolution Proceeding (Proceeding Package)

The Landlord's Agent (the Agent) testified that the Landlord's Proceeding Package and evidence were served on the Tenant via registered mail on January 2, 2026. The Tenant confirmed receipt of the above documents via registered mail on January 5, 2026. I find that the Landlord's Proceeding Package and attached evidence were served on the Tenant in accordance with section 88 and 89 of the Act.

The Agent testified that the Landlord served additional evidence on the Tenant via registered mail on January 5, 2025. The Tenant confirmed receipt of the additional evidence via registered mail on January 6, 2025. I find that the Landlord's additional evidence was served on the Tenant in accordance with section 88 of the Act.

The Tenant testified that the Landlord was served with the Tenant's Proceeding Package, evidence and first amendment via registered mail on January 11, 2025. The Tenant's first amendment removed a monetary claim for damage and compensation and a claim to reduce rent for repairs. The Agent confirmed receipt of the above documents. I find that the above documents were served on the Landlord in accordance with sections 88 and 89 of the Act.

The Tenant testified that the Landlord was served with the Tenant's January 13, 2026 amendments and supporting evidence via email in accordance with the substituted service decision. The Tenant was granted permission to serve the Landlord via email in a substituted service decision dated January 16, 2026. One of January 13, 2026 amendments attempted to remove the Tenant's application to cancel the First 10 Day Notice and the Tenant's claim to have more time to dispute the First 10 Day Notice. These claims cannot be removed without the consent of the Landlord, which the Tenant did not obtain. The second January 13, 2026 amendment disputed the Second 10 Day Notice and added a monetary claim for damage and compensation under section 67 of the Act. The Agent confirmed receipt of the above documents. I find that the Landlord was sufficiently served for the purposes of the Act in accordance with section 71 of the Act as receipt was confirmed.

Preliminary Matter

The following issue is dismissed with leave to reapply:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act

Residential Tenancy Branch Rules of Procedure, Rule 6.2, states that if a party has applied to cancel a Notice to End Tenancy or is seeking an order of possession, the arbitrator may decline to hear other claims that have been included in the application and the arbitrator may dismiss such matters with or without leave to reapply.

I am exercising my discretion to dismiss the above claim with leave to reapply. Leave to reapply is not an extension of any applicable time limit.

Issues to be Decided

- Was the Tenant entitled to withhold rent under section 33 of the Act?
- Is the Tenant entitled to more time to dispute the First 10 Day Notice? Should the Landlord's First 10 Day Notice be cancelled or upheld?
- Should the Landlord's Second 10 Day Notice be cancelled or upheld?
- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a Monetary Order for unpaid rent?
- Is the Tenant entitled to more time to dispute the One Month Notice? Should the Landlord's One Month Notice be cancelled or upheld?
- Is the Landlord entitled to retain the Tenant's security deposit?

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

Background and Evidence

I have reviewed all presented 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 on February 1, 2025, with a monthly rent of \$1,850.00, due on the first day of the month, with a security deposit in the amount of \$925.00. The Tenant testified that she provided the security deposit to the Landlord on January 22, 2025, this was not disputed by the Agent or Landlord J.C.

The Agent testified that the First 10 Day Notice was e-mailed to the Tenant on December 2, 2025. The serving email was entered into evidence. The tenancy agreement, signed by both parties, permits service on the Tenant via e-mail. The e-mail for service on the Tenant provided in the tenancy agreement matches the e-mail address the First 10 Day Notice was served to. The Tenant testified that she did not receive the First 10 Day Notice.

Both parties agree that the Tenant paid \$1,000.00 towards December 2025's rent on November 19, 2025. Both parties agree that to date, the Tenant has not paid any further rent payments since the November 19, 2025 payment. The Agent testified that the Tenants owes \$850.00 for December 2025's rent and \$1,850.00 for January 2026's rent.

The Agent testified that the One Month Notice was served on the Tenant via e-mail on December 2, 2025. The Tenant confirmed receipt of the One Month Notice but could not recall on what date. The One Month Notice states that the Tenant is repeatedly late paying rent. No details of cause were provided on the One Month Notice.

The Agent testified that the Tenant was late paying rent in July, November and December 2025. The Tenant agreed that she was late paying rent for July, November and December 2025.

The Agent testified that the Second 10 Day Notice was served on the Tenant via registered mail on January 5, 2026. The Tenant confirmed receipt of same on January 6, 2025. Both parties agree that the same registered mail package also contained the Landlord's evidence for this dispute. On January 13, 2026 the Tenant filed an amendment disputing the Second 10 Day Notice.

The Tenant testified that she has not paid all of December 2025's rent and all of January 2026's rent because her daughter has been ill.

The Tenant testified that she spent approximately \$350.00 fixing her front door as it would not close and the Landlord refused to fix it. The Landlord testified that the door is

the strata's responsibility and that they are not permitted to replace it. The Tenant testified that she called the Landlord many times asking for the Landlord to fix the door. This was not disputed by the Landlord. The Tenant testified that she gave the Landlord a written account of the repairs and receipts for each amount claimed in this application for dispute resolution. The Tenant's application for dispute resolution was filed on January 5, 2026 and served via registered mail on January 11, 2026.

Analysis

Was the Tenant entitled to withhold rent under section 33 of the Act?

Section 33(5) of the Act states that a landlord must reimburse a tenant for amounts paid for emergency repairs if the tenant

- (a) claims reimbursement for those amounts from the landlord, and
- (b) gives the landlord a written account of the emergency repairs accompanied by a receipt for each amount claimed.

Section 33(7) of the Act states that if a landlord does not reimburse a tenant as required under subsection (5), the tenant may deduct the amount from rent or otherwise recover the amount.

The Tenant testified that she made emergency repairs to the front door of the rental until and gave the Landlord a written account of those emergency repairs via this application for dispute resolution which was served on the Landlord via registered mail on January 11, 2026.

I find that on December 1, 2025, and January 1, 2026, when rent was due, the Tenant had not given the Landlord a written account of the emergency repairs made nor provided the Landlord with receipts for those repairs. The Tenant was therefore not permitted to withhold rent as they had not complied with section 33(5) of the Act when rent was withheld.

Is the Tenant entitled to more time to dispute the First 10 Day Notice? Should the Landlord's First 10 Day Notice be cancelled or upheld?

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) of the Act.

Based on the serving email entered into evidence, I find that the First 10 Day Notice was duly served to the Tenant on December 2, 2025 via email as permitted in the tenancy agreement. I find that that the Tenant was deemed served with the First 10 Day Notice on December 5, 2025 in accordance with section 90 of the Act. I do not accept

the Tenant's testimony that she did not receive the First 10 Day Notice as the Landlord has proved that it was served in accordance with the Act.

Section 66 of the *Act* states that an arbitrator may extend a time limit established by this Act only in exceptional circumstances. Policy Guideline 36 states that the word "exceptional" means that an ordinary reason for a party not having complied with a particular time limit will not allow an arbitrator to extend that time limit. The word "exceptional" implies that the reason for failing to do something at the time required is very strong and compelling. Furthermore, as one Court noted, a "reason" without any force of persuasion is merely an excuse. Thus, the party putting forward said "reason" must have some persuasive evidence to support the truthfulness of what is said.

I find that failing to check or thoroughly review one's email when that email address has been provided as an address for service does not meet the definition of exceptional circumstances. I decline to grant the Tenant an extension in filing for dispute resolution under section 66 of the Act.

Based on the undisputed testimony of both parties, I find that the Tenant failed to pay the outstanding rent within five days of receiving the First 10 Day Notice. The Tenant has not made application pursuant to section 46(4) of the *Act* within five days of being deemed to have received the First 10 Day Notice. In accordance with section 46(5) of the *Act*, the Tenant is conclusively presumed to have accepted the end of this tenancy on the effective date of the First 10 Day Notice, that being December 15, 2025. The First 10 Day Notice is therefore upheld and the Tenant's application to cancel it is dismissed without leave to reapply.

Should the Landlord's Second 10 Day Notice be cancelled or upheld?

Based on the testimony of both parties I find that the Tenant received the Second 10 Day Notice on January 6, 2026 via registered mail and filed an amendment to dispute it on January 13, 2026. I find that the service was sufficient and made in accordance with section 89 of the Act as it was served via registered mail and the Tenant confirmed receipt of it. There is nothing in the Act which prevents the Landlord from serving other documents with a 10 Day Notice to End Tenancy for Unpaid Rent.

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).

Based on the undisputed testimony of both parties, I find that the Tenant failed to pay the outstanding rent within five days of receiving the Second 10 Day Notice. The Tenant has not made application pursuant to section 46(4) of the *Act* within five days of receiving the 10 Day Notice. In accordance with section 46(5) of the *Act*, the Tenant is

conclusively presumed to have accepted the end of this tenancy. The Second 10 Day Notice is therefore upheld and the Tenant's application to cancel it is dismissed without leave to reapply.

Section 46(1) of the *Act* states 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 10 days after the date the tenant receives the notice.

I find that even if the Tenant filed to dispute the Second 10 Day Notice on time, the Second 10 Day Notice would be upheld under section 46(1) of the *Act* because the Tenant did not pay the outstanding rent within 5 days of receiving the Second 10 Day Notice and did not have the right to withhold rent under the *Act*.

Is the Landlord entitled to an Order of Possession?

On review of the First 10 Day Notice I find that it meets the form and content requirements of section 52 of the *Act*. On review of the Second 10 Day Notice I find that it meets the form and content requirements of section 52 of the *Act*.

As the First 10 Day Notice and the Second 10 Day Notice have been upheld and meet the form and content requirements of the *Act*, I find that the Landlord is entitled to an Order of Possession under section 55 of the *Act*. The Order of Possession is effective two (2) days after service of the Order of Possession on the Tenant.

I further find that even if the Tenant was permitted to deduct money from rent for emergency repairs, the First and Second Notice would have been upheld as the quantum spent on repairs was significantly less than the amount of rent withheld. The Tenant was not permitted under the *Act* to withhold rent due to personal circumstances or her daughter's illness.

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

Based on the testimony of both parties, I find that the Tenant paid \$1,000.00 towards December 2025's rent and has not paid any rent for January 2026. Section 26(1) 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*. I find that the Tenant has breached section 26(1) of the *Act* and the tenancy agreement causing loss amounting to \$2,700.00 to the Landlord. Under section 67 of the *Act* I award the Landlord a Monetary Order of \$2,700.00.

Is the Tenant entitled to more time to dispute the One Month Notice? Should the Landlord's One Month Notice be cancelled or upheld?

I decline to consider if the Tenant is entitled to cancel the One Month Notice or is entitled for more time to cancel the One Month Notice, as I have already ended this tenancy under the First 10 Day Notice and the Second 10 Day Notice and the issue is now moot.

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.

Is the Landlord entitled to retain the Tenant’s security deposit?

Section 72(2) of the *Act* states that if the director orders a tenant to make a payment to the landlord, the amount may be deducted from any security deposit or pet damage deposit due to the tenant. I find that the Landlord is entitled to retain the Tenant’s security deposit in the amount of \$925.00 in partial satisfaction of the monetary claim against the Tenant. I find that the Landlord is also permitted to retain the accrued interest on the rental property in the amount of \$8.28. Interest was calculated using the RTB online interest calculator from January 22, 2025, the date the Tenant testified the security deposit was provided to the Landlord to January 29, 2026, the date of this Decision.

Conclusion

I grant an Order of Possession to the Landlord **effective two (2) 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 in the Supreme Court of British Columbia.

I grant the Landlord a Monetary Order in the amount of **\$ 1,866.72** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under sections 26 and 67 of the Act	\$2,700.00
a Monetary Order for recovery of the filing fee under section 72 of the Act	\$100.00
authorization to retain the security deposit and accrued interest under section 72(2) of the Act	-\$933.28
Total Amount	\$1,866.72

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 Tenant's application for cancellation of the First 10 Day Notice under sections 46 and 55 of the Act is dismissed, without leave to reapply.

The Tenant's application for cancellation of the Second 10 Day Notice under sections 46 and 55 of the Act is dismissed, 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 Act.

Dated: January 29, 2026

Residential Tenancy Branch