

DECISION

Introduction

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

The Tenant applied to:

- dispute a 10 day notice to end tenancy for unpaid rent or utilities dated December 8, 2025 (the "10 Day Notice") under section 46 of the Act; and
- request more time for disputing the 10 Day Notice under section 66 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 \$1,500.00 for unpaid rent under section 67 of the Act; and
- authorization to recover the Landlord's filing fee from the Tenant under section 72(1) of the Act.

The Tenant and the Landlord attended this hearing. Both attendees gave affirmed testimony.

Preliminary Matters

Service of Notices of Dispute Resolution Proceeding and Evidence

The parties confirmed receipt of each other's notice of dispute resolution proceeding package.

The Tenant submitted a copy of the 10 Day Notice as evidence. As this notice was given by the Landlord, I have considered this document for the purpose of this decision.

The Landlord acknowledged that he did not serve the Tenant with a copy of the documentary or digital evidence that he had submitted to the Residential Tenancy Branch. I find the Landlord did not serve the Tenant with his evidence prior to this hearing, in accordance with the Act and the Rules of Procedure. Therefore, I have excluded the Landlord's documentary and digital evidence for the purpose of this decision.

Landlord's Request for Amendment

The Landlord submits that in addition to the \$1,500.00 claimed for unpaid December 2025 rent, the Tenant has also not paid anything for the month of January 2026.

Under Rule 7.12 of the Rules of Procedure, an application can be amended at the hearing 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.

Since the Tenant has not vacated the rental unit, I find the Tenant can reasonably anticipate the Landlord to seek additional compensation for his use and occupancy of the unit up to and including January 20, 2026, the date of this hearing. I find that any amounts which may become payable for further occupancy remain undetermined at this time. Therefore, pursuant to Rule 7.12 of the Rules of Procedure, I allow the Landlord to amend his application to include a monetary claim for overholding by the Tenant. The Landlord is at liberty to make a separate application for further amounts that may become owing.

Issues to be Decided

Is the Tenant entitled to more time to dispute the 10 Day Notice? 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 and overholding?

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

Background and Evidence

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

The rental unit is the basement suite of a house. This tenancy commenced on August 2, 2025. The rent is \$1,500.00 due on the 2nd day of each month. The Tenant paid a security deposit of \$750.00.

On December 8, 2025, the Landlord issued the 10 Day Notice to the Tenant with an effective date of December 18, 2025. According to this notice, the Tenant failed to pay rent of \$1,500.00 due on December 2, 2025.

The Tenant received a copy of the 10 Day Notice in person on December 8, 2025. The Tenant applied to dispute the notice on December 17, 2025. According to the Tenant,

he was sick in bed with a flu and cold for a week and a half when he received the notice, so he was unable to file the dispute earlier.

The Tenant acknowledged that he did not pay rent due on December 2, 2025 and has not paid any rent since. The Tenant testified that he did not pay the rent because there is no heat or hot water. According to the Tenant, the Landlord also came to the unit with police and took pictures of the Tenant's belongings.

The Landlord testified that there is heat and hot water in the rental unit, and that he has not received complaints from the upstairs tenants. The Landlord testified that the Tenant wanted the Landlord to add a vent in the shared hallway, which is a structural change, and there are already vents in the washroom and bedrooms. The Landlord testified that he served a notice for an inspection, but the Tenant refused entry, and the police were called. The Landlord confirmed that the Tenant has not paid the rent due on December 2, 2025 or anything since.

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.

Is the Tenant entitled to more time to dispute the 10 Day Notice? 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 December 8, 2025. 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 Tenant also did not apply to dispute the 10 Day Notice within 5 days of receipt as required under section 46(4)(b) of the Act.

Section 66(1) of the Act provides that the director may extend a time limit established by this Act only in "exceptional circumstances".

As explained in Residential Tenancy Policy Guideline 36. Extending a Time Limit, 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. A The party putting forward the reason must have some persuasive evidence to support the truthfulness of what is said.

Based on the evidence presented, I do not find that there were exceptional circumstances to justify extending the time limit for the Tenant to make his application. I find the reason given by the Tenant was that he was unwell with the flu and cold. I find this is neither a strong nor compelling reason for the Tenant’s failure to file his application on time. I find the Tenant also did not submit any supporting medical evidence.

I find that in any event, the Tenant acknowledges he has not paid any rent to the Landlord since December 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))

I do not find the Tenant to have withheld payment of rent for any of these permitted reasons. I do not find the Tenant to have deducted the rent due to having paid for an emergency repair. I do not find the Tenant to have been awarded any order for compensation or a rent reduction by the Residential Tenancy Branch.

I find the complaints raised by the Tenant in this hearing do not give the Tenant a right under the Act to stop paying rent to the Landlord. Should any of those issues remain applicable, the Tenant is at liberty to make a separate dispute resolution application to address them.

Under section 46(5) of the Act, if the tenant does not pay the rent or make an application for dispute resolution in accordance with section 46(4) of the Act, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date.

I find the Tenant did not pay the overdue rent, did not dispute the 10 Day Notice on time, and did not establish that there were exceptional circumstances to warrant extending the time limit for making an application. Accordingly, I find the Tenant is

conclusively presumed to have accepted that **this tenancy ended on December 18, 2025**, the effective date of the 10 Day Notice.

I dismiss the Tenant's claim to dispute the 10 Day Notice and request for an extension of time without leave to re-apply.

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 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). Therefore, I make the order as set out in the conclusion section below.

Is the Landlord entitled to compensation for unpaid rent and overholding?

Compensation for Unpaid December 2025 Rent

Section 67 of the Act provides that if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Based on the evidence presented, I find the Landlord is entitled to compensation of \$1,500.00 from the Tenant for unpaid December rent that was due in full on December 2, 2025.

Compensation for Overholding in January 2026

As explained in Residential Tenancy Policy Guideline 3. Claims for Rent and Damages for Loss of Rent, unpaid rent is money that is due and owing *during* the tenancy.

Section 57(3) of the Act provides that a landlord may claim compensation from an overholding tenant for any period that the overholding tenant occupies the rental unit after the tenancy is ended.

Policy Guideline 3 further states that compensation for overholding under section 57(3) of the Act includes compensation for the “use and occupancy” of the unit on a *per diem* or daily basis.

I find the Tenant has continued to overhold in the rental unit after the tenancy legally ended on December 18, 2025. I find the Landlord is entitled to compensation for the Tenant’s use and occupancy of the rental unit from January 2, 2026 to January 20, 2026, or $\$1,500.00 \times 19/31 \text{ days} = \919.35 .

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

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

Conclusion

The Tenant’s application is dismissed in its entirety without leave to re-apply.

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.

The Landlord is entitled to compensation for unpaid December 2025 rent, overholding by the Tenant in January 2026, and reimbursement of his filing fee. Pursuant to sections 57, 67, and 72(1) of the Act, I grant the Landlord a Monetary Order of **\$2,519.35**, calculated as follows:

Item	Amount
Unpaid Rent due on December 2, 2025	\$1,500.00
Compensation for the Tenant’s Overholding from January 2 to 20, 2026	\$919.35
Landlord’s Filing Fee	\$100.00
Total Monetary Order for Landlord	\$2,519.35

The Landlord is authorized under section 72(2)(b) of the Act to deduct the \$750.00 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: January 20, 2026

Residential Tenancy Branch