

DECISION

Introduction

This hearing dealt with cross applications including:

The Landlord's December 28, 2025, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- an Order of Possession based on a Three Month Notice to End Tenancy for Landlord's Use of Property (Three Month Notice) under sections 49 and 55 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The Tenant's January 10, 2026, 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
- an order for the Landlord to provide services or facilities required by law under section 27 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

The February 4, 2026, hearing was attended by the Landlord and the Tenant.

Both had the opportunity to provide sworn testimony and be heard.

Service of Notice of Dispute Resolution Proceedings

The parties agreed that they served each other with Notice of their respective claims.

Service of Documentary Evidence

The parties failed to serve copies of their documentary evidence despite providing copies of the same to the RTB. The Landlord stated that they thought the Tenant could

access their documents from the RTB interface and the Tenant argued that the Landlord should already have copies of their evidence.

I therefore find that the parties failed to serve each other with copies of their documentary evidence as required by the Act and RTB Rules of Procedure and that I will not consider any of these documents in my decision making.

I make a limited to exception to this, in that I find it is reasonable for me to consider the following 3 documents in my decision making because I am satisfied that each party had access to these documents prior to the hearing and was aware of the significance of each document:

- The 3 Month Notice for Landlord use dated Sept 11, 2025
- The 10-Day Notice for Non-payment of rent dated Jan 5, 2026
- The signed tenancy agreement

Issues

- Is the Landlord entitled to an Order of Possession based on a Three Month Notice to End Tenancy for Landlord's Use of Property (Three Month Notice) under sections 49 and 55 of the Act?
- Is the Tenant entitled to an Order cancelling the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act?
- Is the Tenant entitled to an order for the Landlord to provide services or facilities required by law under section 27 of the Act?
- Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act
- Is either party authorized to recover the filing fee for this application from the Tenant under section 72 of the Act

Background and Evidence

I have reviewed the testimony from the parties and refer only to what I find relevant for my decision making.

This residential property is a two-storey home. The Landlord occupies the upper floor unit. The Tenant continues to occupy the lower floor unit. The parties agreed that there are shared laundry facilities on the lower floor of the residential property.

This tenancy has been ongoing since August 15, 2023. Monthly rent is \$1,450.00 due on the first day of the month and the Landlord is holding a \$775.00 security deposit.

The parties agreed that:

- The Landlord issued a 3 Month Notice for Landlord use dated September 11, 2025, that was served to the Tenant by email on the day it was issued, and then later, as a physical copy.
 - This Notice provides a stated move-out date of December 31, 2025.
- The Landlord also served a 10-Day Notice for Non-payment of rent to the Tenant dated January 5, 2026, indicating that \$1,450.00 was owed as of December 1, 2025.
 - The Tenant received a copy of this Notice on the day it was issued.
- The Tenant paid rent when rent was due for September, October, November 2025, and January 2026, but has not paid rent for February 2026, despite retaining possession of the unit.
- The Landlord attempted to block access to the shared laundry room (laundry facilities) but the Tenant has forced their way into the laundry room to continue to accessing the laundry.

The Landlord stated that they blocked laundry access for safety of themselves and their girlfriend. The Landlord nevertheless committed to:

- Providing laundry access to the Tenant between 4PM and 9PM on Wednesday February 4 and Thursday February 5.
- Attending to the Tenant's rental unit between 3:30 and 4pm February 4 to open the locked utility room so that the Tenant can retrieve their belongings.
- Not requiring the Tenant to clean the rental unit before the tenancy ends because cleaning requires access to the vacuum from the shared laundry room.

The Tenant requested that the Landlord comply with the Act, Regulation, tenancy agreement, arguing that they have been sexually harassed by the Landlord, ever since July 2025, when the Tenant said they rejected the Landlord's advances.

The Tenant stated that they are trying to buy a place to live and this is why they have continued to occupy the rental unit on a month-to-month agreement. The Tenant also stated that they initially wanted to dispute the 3-month Notice but they chose not to because the Landlord made their life too difficult.

The Landlord stated it is them, their girlfriend and a chihuahua living upstairs and they just want to get on with their lives and use the lower-level unit for their own purposes.

Analysis

When there are two parties to a dispute, the applicant is responsible under RTB Rule of Procedure, for providing documentary evidence necessary to establish their claim on the balance of probabilities.

Is the Landlord entitled to an Order of Possession for the 3 Month Notice?

The parties agreed that the Landlord issued the Notice dated September 11, 2025, and that it was served on the day it was issued to the Tenant by email. I therefore deem the Tenant served with this Notice on September 14, 2025, as required by section 43 and 44 of the Regulations because the Tenant provided their email address as an address for service on their tenancy agreement.

The Tenant agrees that they did not challenge the Notice and so I therefore find that the Tenant is conclusively presumed to have accepted the end of this tenancy under 49(9) of the Act.

I provide the Landlord an Order of Possession that will be valid 7-days after service on the Tenant because the Tenant is overholding the rental unit that should have ended on December 31, 2025, as per the stated move-out date on the Notice for Landlord use.

Is the Tenant entitled to an Order cancelling the 10-Day Notice to End Tenancy for Non-payment of rent?

The parties agreed that the Landlord issued the Notice dated January 5, 2026, and that it was served to the door on the day it was issued. This Notice showed that \$1,450.00 was owed on December 1, 2025.

As set out in 51(1.1) of the Act, a tenant with may withhold payment of rent for the last month of the tenancy to recognize their compensation entitlement under 51(1) of the Act.

I therefore find that the Landlord did not have grounds to issue this Notice under section 46 of the Act on January 5, 2026, because the parties agreed that the Tenant paid the required \$1,450.00 for use and occupancy to the Landlord on January 1, 2026.

I distinguish between rent and use and occupancy because the Tenant did not dispute the 3-month Notice for Landlord use dated September 11, 2026.

I therefore cancel the 10-Day Notice dated January 5, 2026, with the significance of this cancellation being, only that the Landlord will have to make a separate application to the RTB if they want to recover monies from the Tenant for use and occupancy of the rental unit for any portion of February 2026.

Is the Tenant entitled to an Order for the Landlord to provide services or facilities required by law under section 27 of the Act?

It was difficult to consider whether or not the Landlord restricted access to services or facilities included in rent as considered by section 27 of the Act because the Tenant testified that they have broken into the laundry room that had been blocked by the landlord, so that they could continue to utilize laundry facilities as part of their rent.

I do however note the commitment from the Landlord that they will make the laundry facility available to the Tenant between 4PM and 9PM on February 4, and February 5, 2026.

I therefore order that the Landlord provided access to the facility as offered.

Is the Tenant entitled to an Order an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

The Tenant requested this order, claiming sexual harassment.

Because the parties failed to serve their documentary evidence prior to this hearing, I was unable to verify the Tenant's claim since no documentation was available for me to review. I also noted the testimony from the Tenant that they have continued to occupy the rental unit because they are seeking a place to purchase and therefore seemed to derive value from the month-to-month nature of the tenancy before it was ended by the 3-month Notice.

I therefore dismiss the Tenant's request for an Order that the Landlord to comply with the Act, regulation or tenancy agreement and do not give leave to reapply because this tenancy is ending.

Is either party authorized to recover the filing fee for this application?

The Landlord was successful in their application and so they are authorized to recover the \$100.00 filing fee from this application by retaining \$100.00 from the Tenant's security deposit.

The Tenant was only partially successful in their application and so I dismiss their request to recover the filing fee and do not give leave to reapply.

Conclusion

I grant an Order of Possession to the Landlord effective 7 days after service on the Tenant. Should the Tenant or any occupant 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.

The 10-Day Notice dated January 5, 2026, is cancelled and of no force or effect.

I order that the Landlord provide access to laundry facility between the hours of 4pm and 9pm on February 4 and February 5, 2026.

The Tenant's request for an Order that the Landlord to comply with the Act, regulation or tenancy agreement without leave to reapply.

The Landlord was successful in their application and so they are authorized to recover the \$100.00 filing fee from this application by retaining \$100.00 from the Tenant's security deposit.

The Tenant was only partially successful in their application and so I dismiss their request to recover the filing fee and do not give 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: February 4, 2026

Residential Tenancy Branch