

DECISION

Introduction

This hearing dealt with three of the Tenant's Applications for Dispute Resolution under the *Residential Tenancy Act* (the Act):

Filed December 17, 2025:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent issued December 11, 2025 (December 10 Day Notice) and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Filed January 6, 2026:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent issued January 1, 2026 (January 10 Day Notice (1)) under sections 46 and 55 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Filed January 10, 2026:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent issued January 2, 2026 (January 10 Day Notice (2)) under sections 46 and 55 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

No evidence was provided indicating that the Proceeding Package was served on the Landlords. Agent M.P. confirmed that the Landlords did not receive anything from the Tenant regarding any of the applications. I find that the Landlords were not served in accordance with section 89(1) of the Act.

In the applications before me, the Tenant is disputing three 10 Day Notices which were issued by the Landlords. The Landlords were first made aware of the Tenant's dispute

on January 6, 2026, due to an automated email sent from the Residential Tenancy Branch to all the parties in the dispute. A hearing was held on January 20, 2026, at which time the application was adjourned due to lack of service and the Landlords being unwilling to proceed. The Landlord received notice on January 20, 2026, from the Residential Tenancy Branch that all three of the Tenant's applications will be heard today.

I am satisfied that, despite the lack of service by the Tenant, the Landlord has had an opportunity to make themselves aware of, and prepare for, the Tenant's applications. Agent M.P. confirmed that the Landlords were willing to proceed with the hearing.

Neither the Tenant nor the Landlords submitted any evidence.

Preliminary Matters

The telephone conference started at 11:00 a.m. and remained open until 11:26 a.m. At no time during the proceedings did the Tenant call in. *Residential Tenancy Branch Rules of Procedure* Rule 7.3 allows for an arbitrator to conduct the dispute resolution hearing in the absence of a party who fails to attend. I find that the Tenant has failed to attend, and I conducted the hearing in their absence.

Three names are listed as applicants on the Tenant's application for dispute resolution, despite only one name being on the Residential Tenancy Agreement. Agent M.P. has advised that the two additional names are the Tenant's family members. In accordance with section 64(3)(c) of the Act, the Tenant's family members are removed as named applicants, as they were occupants of the rental unit rather than tenants under the Tenancy Agreement.

Issues to be Decided

Is the Tenant entitled to more time to cancel the Landlord's December 10 Day Notice?

Should the Landlord's December 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

Should the Landlord's January 10 Day Notice (1) be cancelled? If not, is the Landlord entitled to an Order of Possession?

Should the Landlord's January 10 Day Notice (2) be cancelled? If not, is the Landlord entitled to an Order of Possession?

Is the Tenant entitled to recover the filing fee for their applications from the Landlord?

Background and Evidence

A written Tenancy Agreement was provided indicating that this was a month-to-month tenancy with \$4,500.00 rent due on the first day of each month. A security deposit of \$2,250.00 was paid. The Tenancy Agreement does not indicate when the Tenancy started.

Agent M.P. testified that the Tenancy began in July 2023. On September 7, 2025, a Three Month Notice to End Tenancy for Landlord's Use of Property (Three Month Notice) was issued. The Tenant was to vacate the rental unit by December 31, 2025. The Tenant disputed the Three Month Notice, their application was dismissed, and the Landlords received an Order of Possession for December 31, 2025.

Agent M.P. testified that the Tenant did not pay rent for the month of November 2025. No rent was received by the Landlords for the month of December 2025 either. The Landlords received one payment of \$2,000.00 on December 8, 2025. That was the last payment the Landlords received from the Tenant.

On December 11, 2025, the December 10 Day Notice was issued and personally served on the Tenant on December 11, 2025. The December 10 Day Notice indicates that the Tenant has failed to pay rent in the amount of \$4,500.00 due on December 1, 2025. Agent M.P. testified that this amount was an error, as the Tenant owed \$6,500.00 in rent from November and December 2025. The Tenant disputed the December 10 Day Notice on December 17, 2025.

On January 1, 2026, the January 10 Day Notice (1) was issued and attached to the door of the rental unit. The January 10 Day Notice (1) indicates that the Tenant has failed to pay rent in the amount of \$7,000.00 due on December 1, 2025. Agent M.P. testified that the amount and due date were errors, and the Notice should have reflected that the Tenant owed \$11,000.00 as of January 1, 2026. The Tenant disputed the January 10 Day Notice (1) on January 8, 2026.

On January 2, 2026, the January 10 Day Notice (2) was issued and attached to the door of the rental unit on January 4, 2026. The January 10 Day Notice (2) indicates that the Tenant has failed to pay rent in the amount of \$4,500.00 due on January 1, 2026. Agent M.P. testified that the amount was an error, as the Tenant owed \$11,000.00 in unpaid rent as of January 1, 2026. The Tenant disputed the January 10 Day Notice (2) on January 10, 2026.

Agent M.P. testified that the multiple errors in the amount of rent owed were due to the Landlords' uncertainty regarding the Tenant's entitlement to withhold the equivalent of one month's rent by virtue of the Three Month Notice issued in September. The Landlords were uncertain whether, if rent was not fully paid in November, the Tenant would still be entitled to withhold rent for December 2025, the last month of the Three Month Notice. Additionally, due to the Tenant remaining in the rental unit past the effective date of the Three Month Notice, the Landlords were unsure which month is then considered the last month of the Tenancy.

Analysis

Should the Landlord's December 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

Is the Tenant entitled to more time to cancel the Landlord's December 10 Day Notice?

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).

I find that the December 10 Day Notice was personally served on the Tenant on December 11, 2025, and that the Tenant had until December 16, 2025, to dispute the 10 Day Notice or to pay the full amount of the arrears. The Tenant disputed the Notice on December 17, 2025, one day after the prescribed deadline. I find that the Tenant has not applied to dispute the December 10 Day Notice within the time frame allowed by section 46 of the Act.

The Tenant has applied for dispute resolution requesting more time to cancel a notice to end tenancy. Section 66(1) of the Act states that the director may extend a time limit established by the Act only in exceptional circumstances. *Residential Tenancy Branch Policy Guideline 36: Extending a Time Period* sets out that the reason for failing to comply must be strong and compelling, for example, the party was hospitalized at all material times.

The Tenant did not attend the hearing to provide oral evidence, nor was any physical evidence submitted to the Residential Tenancy Branch, that could support a finding that the time limit established by the Act should be extended due to exceptional circumstances. The Tenant was given an opportunity to appear twice, once on January 20, 2026, and again on February 4, 2026. I find that the Tenant has provided insufficient evidence to prove that the Tenant is entitled to more time to cancel the December 10 Day Notice.

For the above reasons, the Tenant's application for cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent issued December 11, 2025 (December 10 Day Notice) under section 47 of the Act is dismissed, without leave to reapply.

Should the Landlord's January 10 Day Notice (1) be cancelled? If not, is the Landlord entitled to an Order of Possession?

As I have already upheld the Landlord's 10 Day Notice issued December 11, 2025, I find that it is no longer necessary to determine whether there was cause to end the

Tenancy based on the 10 Day Notice issued January 1, 2026. This application is dismissed, with leave to reapply.

Should the Landlord's January 10 Day Notice (2) be cancelled? If not, is the Landlord entitled to an Order of Possession?

As I have already upheld the Landlord's 10 Day Notice issued December 11, 2025, I find that it is no longer necessary to determine whether there was cause to end the Tenancy based on the 10 Day Notice issued January 2, 2026. This application is dismissed, with leave to reapply.

Is the Landlord entitled to an Order of Possession based on a Notice to End Tenancy?

Section 55(1) of the Act states that if a tenant makes an application to set aside a landlord's notice to end a tenancy and the application is dismissed, the Arbitrator must grant the landlord an order of possession if the notice complies with section 52 of the Act.

I have reviewed a copy of the Notice issued December 11, 2025 and note that it is signed and dated by the Landlord, gives the address of the rental unit, states the effective date, states the grounds for ending the tenancy, and is in the approved form #RTB-30. I find that the Notice complies with section 52 of the Act. Therefore, I find that the Landlord is entitled to an Order of Possession.

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

Section 55(1.1) of the Act states that if a tenant makes an application to set aside a landlord's notice to end a tenancy under section 46 of the Act for non-payment of rent, and the application is dismissed, the Arbitrator must grant the landlord an order requiring the repayment of the unpaid rent if the notice complies with section 52 of the Act. I have already found that the Notice issued December 11, 2025 complies with section 52 of the Act.

I accept Agent M.P.'s position that the Landlords were confused about the calculation of unpaid rent. Following the Three Month Notice and pursuant to section 51(1.1) of the Act, the tenant was entitled to withhold the equivalent of one month's rent from the last month's rent, which would have been the month of December 2025. Because there was previous unpaid rent from November 2025, the Landlords were unclear on when and if the provisions of 51(1.1) still apply.

It is Agent M.P.'s undisputed testimony that the Tenant failed to pay \$4,500.00 rent for the month of November 2025, and a payment of only \$2,000.00 was made towards the arrears on December 8, 2025. I find that at the issuance of the 10 Day Notice on December 11, 2025, the Tenant owed \$2,500.00 due on November 1, 2025. Regardless

of whether the Tenant was entitled to withhold rent for December 2025 under section 51(1.1), the Tenant was not entitled to withhold rent for November 2025.

As I have dismissed the Tenant's application and upheld the Landlord's 10 Day Notice issued December 11, 2025, this Tenancy is ending under section 47 of the Act and section 51(1.1) no longer applies. I find that the Tenant failed to pay rent in the following amounts:

Monetary Issue	Granted Amount
November 2025 unpaid rent	\$2,500.00
December 2025 unpaid rent	\$4,500.00
January 2026 unpaid rent	\$4,500.00
February 2026 unpaid rent	\$4,500.00
Total Amount	\$16,000.00

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent in the amount of \$16,000.00.

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

As the Tenant was not successful in this application, the Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

Conclusion

I grant an Order of Possession to the Landlord **effective seven (7) days after service of this Order on the Tenant**. Should the Tenant 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 **\$16,000.00**.

The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant 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.

The Tenant's application for cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent issued December 11, 2025 (December 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 Landlord's 10 Day Notice to End Tenancy for Unpaid Rent issued January 1, 2026 (January 10 Day Notice (1)) under sections 46 and 55 of the Act is dismissed, with leave to reapply.

The Tenant's application for cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent issued January 2, 2026 (January 10 Day Notice (2)) under sections 46 and 55 of the Act is dismissed, with leave to reapply.

The Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 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: February 13, 2026

Residential Tenancy Branch