

DECISION

Introduction

This hearing dealt with the Tenant's 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 section 46 of the Act
- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- a request for an order for the Landlord to comply with the Act under section 62 of the Act
- a request for an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act
- a request for a repair order under sections 32 and 62 of the Act

Tenant H.R. attended the hearing for the Tenant.

Landlord J.Y. attended the hearing for the Landlord.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find the Landlord was served with notice of the dispute of the One Month Notice on January 21, 2026, by registered mail in accordance with section 89(1) of the Act, and the Landlord was served with notice of the dispute of the 10 Day Notice by registered mail on January 28, 2026. The Tenant provided a copy of the Canada Post Customer Receipts containing the tracking numbers to confirm this service.

Although the Landlord indicated they only received a courtesy copy of the notice of the dispute of the 10 Day Notice by contacting the Tenancy Branch on January 23, 2026, they were nonetheless prepared to proceed today.

Preliminary Matters

Under section 68(1) of the Act, I amend the 10 Day Notice to correct the spelling of the Tenant's last name as reflected by the application and tenancy agreement. The Tenant confirms they knew the 10 Day Notice was directed to them despite the inclusion of their previous last name rather than their current last name on the notice.

Under Residential Tenancy Branch Rules of Procedure, Rule 6.2, if the Arbitrator determines that it is appropriate to do so, they may sever or dismiss unrelated disputes contained in a single application with or without leave to apply.

In accordance with section 64 (3)(c) of the Act, I amend the application to withdraw all claims other than the dispute of the 10 Day Notice because the primary issue before me is whether or not the tenancy should continue, which will be decided on the basis of the 10 Day Notice alone.

The request for an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act, is dismissed, with leave to reapply.

All other claims in this application are dismissed without leave to reapply because they are moot since I will find the tenancy has ended on the basis of the 10 Day Notice.

Issues to be Decided

Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?

Is the Landlord entitled to a monetary order for unpaid rent under section 67 of the Act?

Background and Evidence

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

The following summarizes the relevant evidentiary material:

- A copy of a residential tenancy agreement which was signed by both parties, indicating a monthly rent of \$2,850.00, due on the first day of each month for a tenancy commencing on October 1, 2018.
- The parties agree the Landlord lawfully increased the rent to \$3,350.00, which is the current monthly rent.
- A copy of the 10 Day Notice dated January 13, 2026, for \$8,710.00 in unpaid rent.
- The Tenant agrees they received the notice by January 18, 2026, after it was posted to the door of the rental unit.
- The Tenant disputed the 10 Day Notice on January 20, 2026. The Tenant submits that the eviction is being enforced in a context where the Landlord has not met legal obligations and where serious issues have been ongoing and unaddressed.
- The Landlord submitted a rent ledger showing the rent owing and paid during the relevant portion of this tenancy. The parties agree that the Tenant's last rent payment was \$2,000.00 in November 2025, and the Tenant owed \$2,010.00 arrears after that payment.

Analysis

Is the Landlord entitled to an Order of Possession based on the 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 does 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.

I find the Tenant was deemed to have received the 10 Day Notice three days after it was posted to the door, being January 16, 2026. I find the Tenant had until January 21, 2026, to pay the arrears or dispute the notice. Although I find the Tenant disputed the 10 Day Notice within the time required, I find they have not presented evidence to establish a valid reason to withhold rent under the Act.

Although the Tenant raises concerns about the habitability of the rental unit, I find this does not entitle them to withhold rent. The correct course of action is for the Tenant to pay rent and file a claim for repairs or rent reduction separately.

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

I accept the evidence before me that the Tenant has failed to pay the rent owed in full within the five days granted under section 46(4) of the Act and did not present a valid reason to dispute the 10 Day Notice within that five-day period.

Accordingly, I dismiss the Tenant's application to cancel the 10 Day Notice issued January 13, 2026.

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 find that the Notice complies with section 52 of the Act.

Therefore, I find that the Landlord is entitled to an Order of Possession.

Under Policy Guideline 54, the Arbitrator will consider the totality of circumstances when setting the effective date for the order of possession and may extend the effective date if warranted.

Longer tenancies may justify a longer extension of the effective date, however where a tenancy is ending after many months of missed payments, the timeline should not be unduly long. In this case, given the length of the tenancy, the amount of rent owing, and

the Tenant's indications they are preparing to vacate the rental unit, I find it reasonable to extend the order of possession to February 28, 2026, to allow the Tenant time to vacate the rental unit.

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 find that the Notice complies with section 52 of the Act.

Based on the rent ledger and testimony before me, I find that the Landlord has established a claim for unpaid rent owing from November 2025 to February 2026, of \$12,060.00, ($\$2,010.00 + [3 \times \$3,350.00] = \$12,060.00$).

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act in the amount of \$12,060.00.

Conclusion

I grant an Order of Possession to the Landlord effective **by 1:00 PM on February 28, 2026, 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 of the Supreme Court of British Columbia.

I grant the Landlord a Monetary Order in the amount of **\$12,060.00** for rent owed from November 2025 to February 28, 2026. 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 in the Small Claims Division of the Provincial 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 Act.

Dated: February 9, 2026

Residential Tenancy Branch