

## **DECISION**

### **Introduction**

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

- cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent (the "10-Day Notice")
- cancellation of the One Month Notice to End Tenancy for Cause (the "One-Month Notice")
- a reduction in rent for repairs/services/facilities agreed to but not provided
- repairs in the rental unit

The Tenant filed a subsequent Application, on January 8, 2026, for cancellation of another 10-Day Notice to End Tenancy for Unpaid Rent (the "10-Day Notice"). The Tenant again applied for a rent reduction, repairs in the rental unit, and the Landlord's provision of services/facilities as agreed to.

The Landlord and the Tenant attended the scheduled hearing. The Landlord and Tenant each confirmed the other's service of evidence for this hearing.

### **Preliminary Matter – tenancy ending**

In the hearing, the Tenant stated they intended to move out from the rental unit by the end-of-day February 28, 2026. The Landlord provided this was new information to them; they assented to this arrangement of the tenancy-end date.

From this I conclude there was no dispute about the ending date of the tenancy. I factor this consideration into my determination of other issues below.

Because the tenancy is ending imminently, I find there is no need for rectifying the issue of whether the One-Month Notice was valid. I dismiss the Tenant's Application for a cancellation of the One-Month Notice, without leave to reapply.

Similarly, I find there is no need to resolve the matter of repairs in the rental unit, as well as the Landlord's provision of services/facilities, which are matters concerning an ongoing tenancy. The remaining grounds for consideration are listed below.

### **Issues to be Decided**

- Is the Ten-Day Notice valid? If valid, is the Landlord entitled to an order of possession?
- Is the Tenant entitled to a reduction in rent for repairs/services/facilities agreed to but not provided?

### **Background and Evidence**

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

The Landlord and the Tenant both confirmed key information concerning the tenancy: in this situation, the rent amount of \$1,000 is payable on the 1<sup>st</sup> of each month. The Landlord in the hearing specified that utilities are included in this rent amount.

As set out in the Tenant's Application, the Landlord served the 10-Day Notice to the Tenant in person on December 22, 2025. This set the tenancy-end date for December 31. Page 2 of the document outlines that the Tenant's rent payment was \$200 short for December 1<sup>st</sup>.

The Landlord served a subsequent 10-Day Notice to the Tenant on January 3, 2026. This set the tenancy-end date for January 31. On page 2, the Landlord listed the \$1,000 rent unpaid on January 1<sup>st</sup>.

In the hearing, the Tenant confirmed they did not pay rent in full for December, and did not pay rent for January 2026.

The Landlord stated they would accept \$1,000 as payment of rent owing. The Landlord's concern that they reiterated in the hearing was that the rent amount includes the electricity utility. Without that invoice for this winter timeframe arriving, the Landlord's concern, should they accept an offer from the Tenant for a reduced rent amount, was that they would be left with a very high electrical utility bill.

The Tenant presented – in line with the Application for reduced rent for repairs/services/facilities not completed by the Landlord – that they should have recompense for the following:

- they had to pay to shower elsewhere during the period they were without hot water (*i.e.*, from December 9 to January 14) – they notified the Landlord about this in writing on December 17
  - the Landlord maintained they were aware of the hot water tank leaking, but not that it was not working – they only became aware of the hot water not working in January
- the cost of the Tenant showering, 3-4 times per week, was \$8.38 per visit (as set out on the Tenant’s Application for this hearing) -- the Tenant provided pictures of the hot water tank; they did not provide something to verify the cost for their shower visits elsewhere
- though the Tenant had laundry in place in the rental unit at the start of the tenancy, approximately one year ago, there was no dryer – the Tenant provided that this cost to them was “\$70-120 a month”
  - the Landlord provided that this arrangement was not part of the tenancy agreement – the dryer had broken and was not replaced – the Landlord in the hearing stated they were not notified that this was an issue for the Tenant, now only mentioned in this hearing context

## **Analysis**

- **Is the 10-Day Notice valid?**

The *Act* s. 26 strictly requires a tenant to pay rent when it is due under the tenancy agreement, whether or not a landlord complies with the legislation and/or tenancy agreement, unless a tenant has some authorization under the *Act* to deduct all/part of the rent.

The *Act* s. 46 provides that, upon receipt of a tenancy-end notice for unpaid rent, a tenant must within 5 days pay the full amount of rent owing, or dispute by filing an application with the Residential Tenancy Branch. If a tenant does not pay arrears or dispute, they are conclusively presumed (as per s. 46(5)) to have accepted that the tenancy will end.

In each instance of the Landlord’s service of the 10-Day Notice to the Tenant, I find there was no issue with the timeliness of the Tenant’s Application.

In the hearing, the Tenant admitted that they did not pay the rent for two consecutive months, December 2025 and January 2026. Because the Landlord presented this as

such, and the Tenant verified this, I find the Tenant did not pay the rent, as strictly required, from December 2025 onwards. The Landlord rightfully served the 10-Day notice to the Tenant in December, and again in January, for this very reason.

For this reason, I find the 10-Day Notice is valid. I find the Tenant confirmed their non-payment of rent for an agreement they had in place for this rental unit. I dismiss the Tenant's Application to cancel the 10-Day Notice for this reason.

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

Under s. 55 of the Act, when a tenant's application to cancel a notice to end tenancy is dismissed and the document conforms with the requirements under s. 52 regarding form and content, the Director/delegated authority must grant to a landlord an order of possession.

Here, I find each 10-Day Notice served to the Tenant in December and January complies with the requirements of form and content; therefore, I grant the Order of Possession to the Landlord. The Landlord and Tenant in the hearing agreed to a set tenancy-end date; therefore, I grant the Order of Possession to the Landlord for that February 28, 2026 date.

- **Is the Landlord entitled to compensation for unpaid rent?**
- **Is the Tenant entitled to a reduction in rent for repairs/services/facilities agreed to but not provided?**

The Act s. 55(1.1) provides that the Director/delegate must grant an order requiring payment of unpaid rent. As per the December 2025 10-Day Notice, and minus any other evidence showing payment thereof, I grant the Landlord is eligible for \$200 for rent.

As per the January 2026 10-Day Notice, I grant the Landlord is eligible for \$1,000 for rent.

As of the date of the hearing, the Landlord stated they had not received rent for February 2026. The Landlord stated they would accept \$1,000 from the Tenant as rent owing.

I find the Tenant presented sufficient evidence, in the form of their description of the issue in the hearing, of their issue with hot water from December 9 to January 15. The

Tenant presented that they had to shower elsewhere. Though they provided the cost thereof, the Tenant was not accurate in terms of the frequency of their visits. I grant the Tenant spent \$8.38 per visit, as set out in their Application, and visited at least 3 times per week. For the period from December 9 to January 14, I grant the amount of \$125 to the Tenant in the form of a rent reduction.

I find as fact that the Tenant did not present an issue of laundry to the Landlord over the course of the tenancy. I find the Landlord's statement is more likely in these circumstances: the Tenant did not present this as an issue to the Landlord prior to this Application.

I acknowledge the Landlord's concern about the cost of the electrical utility; I find it reasonable to conclude that this would present something significant to the Landlord in terms of a billed amount over the winter months.

For these reasons, I grant to the Landlord the amount of \$875. This factors in the Landlord's offer of \$1,000 to cover rent amounts owing from the Tenant, an acknowledgement of the electrical utility cost, and is reasonable in these circumstances where the Tenant did not yet pay February rent yet will stay until the end of that month. Overall, I find this represents an acceptable amount of rent for the Tenant to pay in these circumstances.

In sum, I grant the Landlord compensation, as per s. 55(1.1) for rent owing for \$875.

## **Conclusion**

For the reasons set out above, I dismiss the Tenant's Application for the cancellation of the One-Month Notice, without leave to reapply.

For the reasons set out above, I dismiss the Tenant's Application for repairs in the rental unit, and the Landlord's provision of services/facilities.

I dismiss the Tenant's Application for cancellation of each 10-Day Notice to End Tenancy.

I grant an Order of Possession to the Landlord effective by 11:59pm on February 28, 2026, after the Landlord's service of this Order of Possession on the Tenant. Should the Tenant or anyone on the premises fail to comply with this Order of Possession, the Landlord may file this Order of Possession with the Supreme Court of British Columbia, where it will be enforced as an Order of that Court.

I provide the Landlord with a monetary order for \$875 in the above terms and the Landlord must serve it to the Tenant as soon as possible. Should the Tenant fail to comply with this Monetary Order, the Landlord may file this Monetary Order in the Small Claims Division of the Provincial Court where it will be enforced as an Order of that Court.

I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: February 6, 2026

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Residential Tenancy Branch