



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes (T) CNR, MNDCT, OLC, OFT
(L) OPR, MNR, FFL

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 sections 46 and 55 of the Act
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act
- an order ending the tenancy for frustration of purpose

and, the Landlord's application for

- an order of possession and unpaid rent under section 46 and 55 of the Act, and
- reimbursement of the filing fee under section 72 of the Act.

Tenant S.D. attended the hearing.

Landlord J.U. attended the hearing.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The Tenant did not submit proof of service of the proceeding package to the Landlord but stated he posted the proceeding package to the Landlord's door. The Landlord confirmed receipt of the proceeding package from the Tenant.

The Landlord stated he served the proceeding package on his application to the Tenant by Canada Post registered mail on January 23, 2026. A copy of the receipt was submitted to confirm this service.

Service of Evidence

The Tenant stated he did not include copies of his evidence in the proceeding package served to the Landlord. The Tenant stated there were many text messages and the Landlord was aware of the evidence. The Landlord agreed there were many text messages from the Tenant during the tenancy. It is noted the Tenant submitted several videos in response to the Landlord's application but it is unclear whether these videos were previously texted to the Landlord.

The Landlord confirmed copies of his evidence were included in the proceeding package and subsequent evidence was served to the Tenant by Canada Post registered mail on February 3, 2026. The Tenant confirmed receipt of the Landlord's evidence and an opportunity to review.

Preliminary Matters

The Notice of Dispute Resolution Proceeding issued by the RTB to the applicant, under the General Information section, states: "The applicant is required to give the [RTB] proof that this notice and copies of all supporting documents were served to the respondent."

Section 89(1) of the Act provides that an application for dispute resolution, when required to be given by one party to the other party, must be given in one of the following ways:

- a) by leaving a copy with the person;
- b) if the person is a landlord, by leaving a copy with the landlord's agent;
- c) by sending a copy by registered mail to the address at which the person resides, of if a landlord, to the address where the landlord carries on business as a landlord;
- d) if the person is a tenant, by registered mail to the tenant's address;
- e) as ordered by the director; or,
- f) by any other means of service provided in the regulations.

Rule of Procedure 3.1 itemizes the documents an applicant must serve to each respondent within three (3) days of the Notice of Dispute Resolution Proceeding Package being made available to the applicant. These items include the Notice of Dispute Resolution Proceeding issued to the applicant, as well as all copies of all evidence the applicant provided to the RTB, the instructions for the respondent, and any RTB fact sheets that may have been issued.

Rule of Procedure 3.5 states that at the time of the hearing, the applicant must demonstrate to the satisfaction of the arbitrator that each respondent was served with the Notice of Dispute Resolution Proceeding and all evidence required by the Act and the Rules.

I find the Tenant has not served the Landlord with copies of his evidence as required by the Act, regulations and rules of procedure, in a manner prescribed by the Act. Nevertheless, the Tenant was afforded an opportunity to testify regarding the contents of his evidence in support of his application and in response to the Landlord's application.

Issues for Decision

Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession and a Monetary Order for Unpaid Rent?

Is the Tenant entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement?

Is the Tenant entitled to an order that the tenancy has ended due to frustration of purpose?

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

Background and Evidence

I have reviewed the evidence and I have considered the testimony of the parties in reaching my determination.

The evidence establishes this tenancy began July 2022, and has since continued on a monthly basis. The Tenants' monthly rent is \$1,575.00, due on the first day of the month. The Tenant provided the Landlord with a security deposit in the amount of \$725.00 and a pet damage deposit of \$725.00, both of which the Landlord continues to hold in trust. There is no written tenancy agreement; however, the Landlord submitted a copy of the Tenant's rent ledger.

On January 11, 2026, the Landlord issued a 10 Day Notice to End the Tenancy for unpaid rent due in the amount of \$1,575.00 as of January 1, 2026. The effective date of the Notice was January 24, 2026. The Landlord testified he served the Notice to the Tenant by posting to the rental unit door. The Tenant's application confirms receipt of

the Notice on January 16, 2026, as posted to the door. A copy of the Notice was submitted in evidence together with a proof of service form completed by the Landlord and signed by a witness confirming service of the Notice to the Tenant.

The Landlord stated the Tenant has not made any payment toward January 2026 rent and has not paid rent due February 1, 2026. He stated the Tenant remains in the rental unit.

The Tenant takes the position the Landlord issued the Notice in retaliation for the Tenant contacting by-law officers concerning the legality of the rental unit. The Tenant states the officers were at the rental property in December 2025; the Landlord stated they were present to examine the unit in October 2025. The Landlord stated he was informed that unit was constructed without a permit, but has not received any order from by-law enforcement that the unit is "illegal" or must be vacated. The Landlord states he was present when the by-law inspection was undertaken.

On this same basis, that is, the alleged illegality of the rental unit, the Tenant requests monetary compensation for the return of all rent paid during the course of the tenancy, together with costs for an emergency move from the unit. The Tenant calculates these damages to total \$25,000.00.

The Tenant's application also sets forth a request for an order that the Landlord comply with the Act, regulation or tenancy agreement. For this claim, the Tenant seeks compensation for an emergency move from the rental unit.

Finally, the Tenant requests an order finding the tenancy has ended due to frustration of purpose. The Tenant stated he is disabled and has been waiting for the RTB to respond to his telephone requests on this issue. The Tenant states the Landlord threatened him with a rake. The Tenant states he has contacted local law enforcement officials, but to date no charges have been made. The Landlord states the Tenant has called law enforcement but he has not been charged with any offense.

Analysis

Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession and a Monetary Order for Unpaid Rent?

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 the 10 Day Notice was served to the Tenant on January 16, 2026 as stated by the Tenant in his application, and thus, the Tenant timely filed for dispute resolution on that same date.

Section 26 of the Act concerns a tenant's obligation to pay rent and provides:

26 (1)A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

In this case, I find the Tenant was obligated to pay rent for January and February 2026. The Tenant did not provide sufficient evidence he was legally entitled not to pay rent: there was no order from the RTB authorizing him not to pay rent in accordance with the Act, and the Tenant's assertions the rental unit is illegal or unauthorized under local by-laws was not supported by evidence of such an order from that entity. It was not disputed the Tenant has not paid rent for January 2026 or for February 2026 and remains in the unit.

Therefore, the Tenant's application for cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) issued January 11, 2026, under sections 46 and 55 of the Act, is dismissed without leave to reapply.

In accordance with section 55 of the Act, I grant the Landlord an order of possession effective seven (7) days after service of the Order on the Tenant. Further, I grant the Landlord a monetary order for unpaid rent for January and February 2026, in the total amount of \$3,150.00.

Is the Tenant entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

To be awarded compensation for a breach of the Act, the landlord must prove:

- the tenant has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the landlord acted reasonably to minimize that damage or loss

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find the Tenant has not provided sufficient evidence to establish a claim for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

The Tenant requests the return of all rent paid over the course of the tenancy as he alleges the rental unit is illegal, emergency moving expenses, for alleged harassment resulting in loss of quiet enjoyment.

During the hearing, as noted above, I find there was no evidence the local governing officials or by-law officers have issued any orders that the suite violates local ordinance and must be vacated. Additionally, there was no evidence presented of an order to the effect the rental unit lacked adequate fire exits or evidence of harassment by the Landlord. The Tenant provided no evidence to support his claim the Landlord was obligated to pay his moving costs or establish the amount thereof with a written estimate from a moving company. In any event, under the circumstances, I find there is no provision in the Act which would require the Landlord to pay the Tenant's moving expenses, or reimburse the Tenant all rent paid. I find the Tenant failed to provide sufficient evidence the Landlord had harassed him or that this in turn entitled the Tenant to monetary compensation as requested in the application.

For the above reasons, the Tenant's application for a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act is dismissed, without leave to reapply.

Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement?

Section 62 of the act states that an arbitrator may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

The Tenant requests an order for emergency moving costs. As noted above, I find no basis in the Act, regulations or tenancy agreement to support the issuance of the requested order based upon the Tenant's evidence presented in this dispute.

Therefore, the Tenant's application for an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act is dismissed, without leave to reapply.

Is the Tenant entitled to an order the tenancy has ended due to frustration of purpose?

As I have found the tenancy has ended pursuant to sections 46 and 55 of the Act, this claim is moot and I make no findings on the Tenant's claim for an order the tenancy has ended due to frustration of purpose.

Therefore, the Tenant's request for an order finding the tenancy has ended due to frustration of purpose is dismissed, without leave to reapply.

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

As the Landlord was successful in his application, I find the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

Conclusion

The Landlord's application is granted. 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 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.

I grant the Landlord a Monetary Order in the amount of **\$3,250.00** pursuant to the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 46 of the Act	\$3,150.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$ 100.00
Total Amount	\$3,250.00

The Landlord is provided with an Order consistent with these 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. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

The Tenant's application is dismissed in its entirety, without leave to reapply.

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This decision is issued on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: February 17, 2026

Residential Tenancy Branch