

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) and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act
- 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
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

This hearing also dealt with a cross-application filed by the Landlord under the Act on January 23, 2026. The Landlord's application includes these claims:

- I issued a 10 Day Notice to End Tenancy for Unpaid Rent not paid in the required time and I want an order of possession an order of possession
- I issued a 10 Day Notice to End Tenancy and I want a monetary order in addition to an order of possession for rent not paid in the required time
- I want to include a request for the tenant to pay me back for the cost of the filing fee

The Tenant did not attend the hearing. The Landlords attended the hearing.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) for the Tenant's application and Evidence

The Landlords testified that they did not receive the Proceeding Package or the Tenant's evidence. They stated that they had to contact the Residential Tenancy Branch (RTB) directly to obtain copies of the Proceeding Package. RTB records confirm that copies of the Proceeding Package were sent to the Landlords on February 12, 2026. Based on the Landlords' undisputed testimony and the RTB's service records, I find that the Landlords were sufficiently served with the Tenant's application in accordance with section 71(2) of the Act.

With respect to the Tenant's evidence, I am not satisfied that it was served on the Landlords in accordance with the requirements of the Act. I therefore find that including and considering that material would result in procedural unfairness. As such, the Tenant's evidence is excluded from consideration.

The Landlords did not serve separate response evidence regarding the Tenant's application.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) for the Landlord's application and Evidence

The Landlords testified that the Proceeding Package and their evidence were served on the Tenant on January 26, 2026, by registered mail. The tracking number for the registered mail is recorded on the cover page of this decision. Canada Post tracking records confirm that the package was delivered to the Tenant on January 29, 2026. Based on this evidence, I find that the Tenant was sufficiently served with the Landlords' Proceeding Package and evidence in accordance with section 71(2) of the Act.

No response evidence was received by the Residential Tenancy Branch from the Tenant with respect to the Landlords' application.

Preliminary Matter

Attendance

The Tenant did not attend the hearing. If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party pursuant to the Rule of Procedure 7.3.

I conducted the dispute resolution hearing in the absence of the Tenant.

The Tenant, as the applicant, bears the general onus of proving their claims except for his claim disputing the 10 Day Notices, which the Landlords must show was properly issued, as explained in Rule of Procedure 6.6.

As the Tenant failed to attend the hearing and make submissions on the claims for which they had the onus to prove, I find the Tenant failed to prove their claim for the following:

- 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
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

All these claims are hereby dismissed.

The hearing proceeded strictly on the question of whether the 10 Day Notice was properly issued.

Amending the Tenant's application

The Tenant's application names FV, JR, GB, and KA as applicants. However, based on the tenancy agreement submitted into evidence, I find that FV is the only individual identified as the tenant. As the Tenant did not attend the hearing to provide any explanation or supporting evidence regarding the standing of JR, GB, and KA, I find they have no standing in this matter. Accordingly, I removed JR, GB, and KA from the Tenant's application.

Issues to be Decided:

1. Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?
2. Is the Landlord entitled to a Monetary Order for unpaid rent?
3. Is the Landlord entitled to recover the filing fee for the Landlord's application from the Tenant?

Background and Evidence

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

The Landlords confirmed that this tenancy began on November 1, 2025, with a monthly rent of \$5,500.00, due on the first day of the month. The Landlords testified that they have not received the security deposit or the pet damage deposit required under the tenancy agreement. The Landlords submitted into evidence a copy of the tenancy agreement.

The Landlords testified that they served the Tenant with a 10 Day Notice on January 9, 2026, by posting it on the Tenant's door. A copy of the 10 Day Notice was submitted into evidence by the Landlords.

The 10 Day Notice dated January 9, 2026 has an effective date of January 19, 2026. It states that the Tenant failed to pay rent in the amount of \$5,500.00 due on December 1, 2025.

The Tenant filed an application for dispute resolution on January 18, 2026, seeking cancellation of the 10 Day Notice and more time to dispute the Notice.

At the hearing, the Landlords said the \$5,500.00 stated on the 10 Day Notice remain outstanding, and that the Tenant did not pay rent for January and February 2026.

The Landlord filed an application for dispute resolution on January 23, 2026 seeking an order of possession, monetary order for the unpaid rent, and cost of the filing fee.

Analysis

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

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).

Based on the undisputed testimony of the Landlords, I find the Landlords served the 10 Day Notice on the Tenant on January 9, 2026, by posting it on the Tenant's door, in accordance with section 88(g) of the Act. I deem the Tenant received it on January 12, 2026, the third day after service, per section 90(c) of the Act. I find the Tenant had until January 17, 2026 to dispute the 10 Day Notice or to pay the full amount of the arrears.

I correct the effective date of the 10 Day Notice to January 22, 2026, in accordance with section 53(1) of the Act

The Tenant has applied for dispute resolution requesting more time to cancel a notice to end tenancy. Section 66 of the Act states that the director may extend a time limit established by the Act only in exceptional circumstances. The director must not extend the time limit to make an application for dispute resolution to dispute a notice to end tenancy beyond the effective date of the notice. The Tenant did not provide any evidence of exceptional circumstances in support of this request. As a result, I find that the Tenant has not established any basis to justify an extension of the time limit under section 66 of the Act.

However, even if I were to provide an extension of time, I find that the Landlords had proven that they had sufficient grounds to issue the 10 Day Notice.

Section 26(1) of the Act states that a tenant must pay rent when it is due, whether or not the landlord complies with the Act, the Regulations, or the tenancy agreement.

The Tenants did not provide evidence of having paid the rent arrears identified in the 10 Day Notice. In the circumstances, I find that the Tenant did not pay rent within five days after the 10 Day Notice was deemed to have been received by the Tenant. I dismiss the Tenant's application without leave to reapply.

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

Therefore, I find that the Landlords are entitled to an Order of Possession.

Given the arrears accrued to date, I grant the Landlords an order of possession effective 7 days after it is received by the Tenant.

Are the Landlords 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 reviewed the 10 Day Notice and find that the notice complies with section 52 of the Act.

Based on the convincing and undisputed testimony of the Landlords, I find the Tenant owes the Landlord \$16,500.00 in outstanding rent (\$5,500.00 x 3 months).

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent in the amount of \$16,500.00.

Are the Landlords entitled to recover the filing fee for the Landlord's application from the Tenant?

As the Landlords were successful in their application, I find that the Landlords are entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

Conclusion

I grant an Order of Possession to the Landlords **effective seven (7) days after service of this Order on the Tenant(s)**. Should the Tenant(s) 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 Landlords a Monetary Order in the amount of **\$16,600.00** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 55 of the Act	\$16,500.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$16,600.00

The Landlords are provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible. Should the Tenant(s) fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court).

The Tenant's application for cancellation of the Landlord's 10 Day Notice under sections 46 and 55 of the Act is dismissed, without leave to reapply.

The Tenant's application 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, without leave to reapply.

The Tenant's application for an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act is dismissed, without leave to reapply.

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.

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