

DECISION

Introduction

This hearing dealt with cross applications for Dispute Resolution under the *Residential Tenancy Act* (“Act”) by the parties.

The Tenant applied 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
- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 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 to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

The Landlord applied for:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Tenant E.F. attended the hearing for the Tenant.

Agents for the Landlord, N.S. and E.B. attended the hearing for the Landlord.

Service of Notice of Dispute Resolution Proceeding (Proceeding Packages)

Both parties acknowledged receipt of the Proceeding Packages and raised no concerns regarding service. I therefore found the Proceeding Packages duly served in accordance with the Act, and the hearing proceeded as scheduled.

Service of Evidence

Both parties acknowledged receipt of the documentary evidence and agreed to its inclusion.

Due to this agreement, I find the parties' evidence properly served using my authority under section 71(2) of the Act and accepted it for consideration.

Preliminary Matter

The following issue was withdrawn at the outset of the hearing:

- a Monetary Order for unpaid rent under section 67 of the Act

Agents for the Landlord requested to withdraw this issue from consideration. In accordance with section 64 (3)(c) of the Act, I have permitted the application to be amended and this issue is withdrawn.

Issues to be Decided

Is the Tenant entitled to more time to cancel the 10 Day Notice? If so, should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

Should the One Month Notice be cancelled?

Is the Tenant entitled to an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act?

Is the Tenant entitled to an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act?

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

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

Background and Evidence

I have reviewed the parties' documentary evidence and their oral testimony, but will refer only to find relevant for my decision.

Both parties agreed that this tenancy began on July 15, 2013, with a current monthly rent of \$3,251.00, due on first day of the month, with a security deposit in the amount of \$1,172.50.

The Landlord submitted a proof of service RTB #34 indicating that they served the 10 Day Notice on the Tenant on January 12, 2026 by attaching a copy of it to the door of the rental unit.

A copy of the 10 Day Notice was put into evidence by the Landlord. In it, it indicates that the Tenant failed to pay rent in the amount of \$3,251.00 due on January 1, 2026, with an effective date of January 25, 2026.

N.S. testified that the rent due on January 1, 2026 was eventually paid on February 2, 2026. They said that on February 9, 2026, the Tenant made another payment for February rent.

On January 21, 2026, the Tenant applied for dispute resolution requesting more time to dispute the 10 Day Notice. The Tenant submitted that they did not dispute the notice on time as they were not at the rental unit when it was served and only received it after January 17, 2026.

Analysis

Is the Tenant entitled to more time to cancel the 10 Day Notice? If so, 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 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).

I find that the Landlord served the 10 Day Notice on January 12, 2026 by attaching a copy to the door of the rental unit in accordance with section 88(g) of the Act. I deem under section 90(c) of the Act that the Tenant received it on January 15, 2026, and that the Tenant had until January 20, 2026, to dispute the 10 Day Notice or to pay the full amount of the arrears.

The Tenant has applied for dispute resolution requesting more time to cancel the 10 Day Notice. Section 66(1) of the Act states that an arbitrator may extend a time limit established by the Act, but only in exceptional circumstances.

Policy Guideline #36 also 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 stated that they did not receive the 10 Day Notice until January 17, 2026 and applied for dispute resolution at once. I find that this does not qualify as an exceptional circumstance, as set out in section 66(1) of the Act and Policy Guideline #36, and therefore an extension of time is not granted.

As the Tenant failed to either pay the rent arrears or file an application disputing the 10 Day Notice within 5 days of receiving the notice, I find that the conclusive presumption

under section 46(5) has been triggered. The Tenant is presumed to have accepted the 10 Day Notice and ought to have vacated the rental unit by the effective date.

The Tenant's application for cancellation of the 10 Day Notice is hereby dismissed without leave to reapply.

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 10 Day Notice complies with section 52 of the Act.

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

I grant the Landlord an order of possession effective 7 days after service of this Order on the Tenant.

Should the One Month Notice be cancelled?

I find that this aspect of the Tenant's application is moot as the 10 Day Notice is upheld and the tenancy is ending. Therefore, the Tenant's application for cancellation of the One Month Notice under section 47 of the Act is dismissed, without leave to reapply.

Is the Tenant entitled to an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act?

I find that this aspect of the Tenant's application is moot as the 10 Day Notice is upheld and the tenancy is ending. Therefore, 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.

Is the Tenant entitled to an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act?

I find that this aspect of the Tenant's application is moot as the 10 Day Notice is upheld and the tenancy is ending. Therefore, the Tenant's application for an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act is dismissed, without leave to reapply.

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

As the Tenant was not successful in their application, the Tenant's application for authorization to recover the filing fee for their application from the Landlord under section 72 of the Act 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 their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for their application under section 72 of the Act.

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 of the Supreme Court of British Columbia.

I grant the Landlord a Monetary Order in the amount of **\$100.00** under the following terms:

| Monetary Issue | Granted Amount |
|---|-----------------------|
| authorization to recover the filing fee for their application from the Tenant under section 72 of the Act | \$100.00 |
| Total Amount | \$100.00 |

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).

The Tenant's application for cancellation of the 10 Day Notice and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act is dismissed, without leave to reapply.

The Tenant's application for cancellation of the One Month Notice under section 47 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 to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act is dismissed, without leave to reapply.

The Tenant's application for authorization to recover the filing fee for their 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 18, 2026

Residential Tenancy Branch