



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes Landlord: OPR MNR FF
 Tenant: CNR LRE OLC

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. Both parties applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties attended the hearing and provided affirmed testimony. Both parties confirmed receipt of each others application and evidence packages, which I find are sufficiently served.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Issues

Both parties are seeking multiple remedies under multiple sections of the *Act*, a number of which were not sufficiently related to one another. Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues both parties applied for, and based on the evidence before me, I find the most pressing and related issues in this cross-application are related to the payment/non-payment of rent and the order of possession (whether or not

the tenancy will continue, or end, based on the Notice issued.) As a result, I exercise my discretion to dismiss, with leave to reapply,

- I want to suspend or set conditions on the landlord's right to enter the rental unit or site
- I want the landlord to comply with the Act, regulation and/or the tenancy agreement

The Landlord has requested to amend their application to include rent that has accrued since the original application date. I turn to the following Rules of Procedure (4.2):

Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

I hereby allow the amendment.

Issues to be Decided

- Should the 10 Day Notice to End Tenancy be cancelled?
 - If not, is the landlord entitled to an Order of Possession?
- Is the landlord entitled to a monetary order for unpaid rent or utilities?

Background and Evidence

Both parties agreed in the hearing that monthly rent in the amount of \$2,450.00 was to be paid on the 15th of each month.

The Tenant acknowledged getting the 10 Day Notice on January 18, 2026, which indicated that \$2,450.00 was outstanding as of January 15, 2026. The Landlord confirmed that no rent has been paid since the Notice was issued, and the Tenant now owes \$4,900.00 in rent for January and February 2026.

The Tenant does not dispute that she failed to pay any rent since the 10 Day Notice was issued. She provided explanations about why she withheld rent, and stated that it was to protect her “right of living” and her safety. The Tenant stated that the Landlord has been threatening and has caused her stress and loss of enjoyment.

The Landlord denies doing anything untoward or improper, and stated that the Tenant has simply not paid rent when due.

Analysis

Section 26 of the *Act* confirms that a tenant must pay rent when it is due unless the tenant has a right under the *Act* to deduct all or a portion of rent. When a tenant does not pay rent when due, section 46 of the *Act* permits a landlord to end the tenancy by issuing a notice to end tenancy. A tenant who receives a notice to end tenancy under this section has five days after receipt to either pay rent in full or dispute the notice by filing an application for dispute resolution.

I find the 10 Day Notice was received by the Tenant on January 18, 2026. Further, the undisputed testimony of both parties is that rent was not paid on January 15, 2026, which is the day of the month when it was due, and that no rent has been paid since the Notice was issued. Further, I find that filing an application for dispute resolution does not give a tenant a right under the *Act* to deduct all or a portion of the rent, without a lawful reason under the *Act* to withhold rent.

There are five situations when a tenant may deduct money from the rent:

1. The tenant has an arbitrator's decision allowing the deduction
2. The landlord illegally increases the rent
3. The landlord has overcharged for a security or pet damage deposit
4. The landlord refuses the tenant's written request for reimbursement of emergency repairs
5. The tenant has the landlord's written permission allowing a rent reduction

The Tenant expressed some dissatisfaction with the Landlord, and alleges safety concerns and threatening behaviour. However, that is not a basis to withhold rent. If the Tenant had issues with the Landlord, she could have filed an application for dispute resolution about that issue specifically, but the appropriate remedy was not to withhold rent. I find there is insufficient evidence showing that the Tenant had any lawful reason to withhold rent under the *Act*.

As rent has not been paid when due, and there is insufficient evidence before me that the Tenant had a right under the *Act* to deduct all or a portion of rent, I find that the Tenant's Application is dismissed. When a tenant's application to cancel a notice to end tenancy is dismissed and the notice complies with section 52 of the *Act*, section 55 of the *Act* requires that I grant an order of possession to a landlord. Having reviewed the 10 Day Notice, I find it complied with section 52 of the *Act*. Accordingly, I find the

Landlord is entitled to an order of possession, which will be effective 7 days after it is served on the Tenant.

Next, I turn to the Landlord's request for a monetary order for unpaid rent. After considering the evidence before me, I find there is sufficient evidence to demonstrate that the tenant owes and has failed to pay rent for the months of January and February 2026 (\$2,450.00 x 2).

Since utilities were not sufficiently incorporated into the 10 Day Notice, I decline to award them in this proceeding, and any utility amounts owed are dismissed, with leave to reapply.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was substantially successful in this hearing, I order the tenant to repay the \$100. In summary, I grant the monetary order based on the following:

Claim	Amount
Cumulative unpaid rent as above	\$4,900.00
Other:	
Filing fee	\$100.00
TOTAL:	\$5,000.00

Conclusion

The Tenant's application to cancel the 10 Day Notice is dismissed.

The landlord is granted an order of possession effective **two days after service** on the tenant. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

The landlord is granted a monetary order pursuant to Section 67 in the amount of **\$1,750.00**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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 *Residential Tenancy Act*.

Dated: February 20, 2026

Residential Tenancy Branch