

DECISION

Introduction

This hearing dealt with the parties' applications for dispute resolution under the *Residential Tenancy Act* (the "Act").

The Tenant applied for:

- cancellation of a 10 day notice to end tenancy for unpaid rent or utilities dated January 20, 2026 (the "10 Day Notice") under section 46 of the Act; and
- repairs to be made to the rental unit under sections 32(1) and 62(3) of the Act.

The Landlord applied for:

- an order of possession of the rental unit based on the 10 Day Notice under section 55 of the Act;
- compensation of \$1,530.84 for unpaid rent under section 67 of the Act; and
- authorization to recover the Landlord's filing fee from the Tenant under section 72(1) of the Act.

The Tenant and the corporate Landlord's representative TV attended this hearing. Both attendees gave affirmed testimony.

Service of Notice of Dispute Resolution Proceeding and Evidence

TV confirmed receipt of the Tenant's notice of dispute resolution proceeding and evidence on behalf of the Landlord. The Tenant confirmed receipt of the Landlord's notice of dispute resolution proceeding and evidence.

Issues to be Decided

Should the 10 Day Notice be cancelled?

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to compensation for unpaid rent?

Is the Landlord entitled to recover its filing fee from the Tenant?

Is the Tenant entitled to an order for repairs?

Background and Evidence

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

This tenancy commenced on August 1, 2023. The rent is currently \$1,530.84 due on the first day of each month. The Tenant paid a security deposit of \$725.00.

On January 20, 2026, the Landlord issued the 10 Day Notice to the Tenant with an effective date of January 30, 2026. According to this notice, the Tenant failed to pay rent of \$1,530.84 due on January 1, 2026.

The Tenant received a copy of the 10 Day Notice on January 23, 2026, and applied to dispute it on January 26, 2026.

The Landlord made its application on January 30, 2026. TV testified that the Tenant's rent remains outstanding for January and February 2026.

The Tenant acknowledged that the rent has not been paid. The Tenant expressed that they do not have any ability to pay.

The Tenant requests repairs to address the laundry room door hinges, showers and water pressure, and roof leak.

The Landlord's representative testified that the Landlord's contractor had spoken with the Tenant to fix the door hinge, but when they were at the unit, there was garbage piled in front of the door, and the Tenant said not to worry about the door as they were moving out. The Landlord's representative testified that in November 2025, the Landlord investigated a leak reported by the Tenant. but found the unit to be dry. There was a cosmetic issue which the Landlord repaired.

The Tenant denied that there was garbage piled in front of the door. The Tenant said the request was not urgent because they were unsure if they were moving out or not at the time. The Tenant testified that the leak was getting worse with the rain, but the Tenant never received any follow-up. The Tenant testified that the ceiling was getting worse progressively.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Should the 10 Day Notice be cancelled?

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, unless the tenant has a right under the Act to deduct all or a portion of the rent.

If a tenant does not pay rent when due, section 46 of the Act permits a landlord to take steps to end a tenancy by issuing a notice to end tenancy for unpaid rent.

In this case, I have reviewed the 10 Day Notice and I find that it complies with the requirements of section 52 of the Act in form and content.

I find the Tenant received a copy of the 10 Day Notice on January 23, 2026, in accordance with section 88(g) of the Act. I find the Tenant did not pay the overdue rent within 5 days of receiving the notice to cancel it under section 46(4)(a) of the Act.

I find the Tenant disputed the notice on January 26, 2026, within the time limit required under section 46(b) of the Act.

Where a tenant applies to dispute a notice to end a tenancy issued by a landlord, Rule 6.6 of the Rules of Procedure places the onus on the landlord to prove, on a balance of probabilities, the grounds on which the notice to end tenancy were based.

Although the Tenant has applied to cancel the 10 Day Notice, I find it is undisputed that the Tenant has not paid any rent to the Landlord for January and February 2026.

The legal reasons under the Act for a tenant to deduct from rent include:

- The tenant paid too much for a security or pet damage deposit (section 19(2))
- The tenant paid for emergency repairs (section 33(7))
- The tenant paid an illegal rent increase (section 43(5))
- The tenant applied compensation to the last month's rent where the landlord has issued a notice to end tenancy for landlord's use (section 51(1.1))
- The tenant was awarded monetary compensation or a rent reduction by the Residential Tenancy Branch (section 72(2)(a))

Based on the evidence presented, I do not find the Tenant to have withheld payment of rent to the Landlord for any of these permitted reasons. I find the Tenant did not pay for any emergency repairs. I find there is no previous order from the Residential Tenancy Branch awarding compensation or a rent reduction to the Tenant.

Accordingly, I find the Tenant's claim to cancel the 10 Day Notice should be dismissed.

Is the Landlord entitled to an order of possession?

Section 55(1) of the Act states that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the

landlord an order of possession of the rental unit if:

- the landlord's notice to end tenancy complies with section 52 of the Act in form and content; and
- during the dispute resolution proceeding, the director dismisses the tenant's application or upholds the landlord's notice.

Having found the 10 Day Notice to comply with requirements of section 52 of the Act and having dismissed the Tenant's claim to cancel the 10 Day Notice, I find the Landlord is entitled to an order of possession under section 55(1) of the Act.

The corrected effective date of the 10 Day Notice (corrected to February 2, 2026 pursuant to section 53(2) of the Act, or 10 days after January 23, 2026) has already passed.

Pursuant to section 68(2)(a) of the Act, I order that this tenancy will end on February 28, 2026. I grant the Landlord an order of possession of the rental unit as set out in the conclusion section below.

Is the Landlord entitled to compensation for unpaid rent?

Pursuant to section 55(1.1) of the Act, the director must grant an order requiring the payment of unpaid rent when the notice to end tenancy complies with section 52 of the Act and the tenant's application to dispute the notice is dismissed.

Residential Tenancy Policy Guideline 3 states that if the director is satisfied upon reviewing submitted materials and hearing evidence as to an amount of unpaid rent owing, including rent owing since the time the notice to end tenancy was issued, the director must grant an order to the landlord for the amount of unpaid rent found to be owing.

I am satisfied that as of the date of this hearing (February 23, 2026), the Tenant owes the Landlord unpaid rent for January and February 2026, or $\$1,530.84 \times 2 \text{ months} = \$3,061.68$. I find the Landlord is entitled to compensation for this amount under section 55(1.1) of the Act.

Is the Landlord entitled to recover its filing fee from the Tenant?

The Landlord has been successful in this dispute. I find the Landlord is entitled to recover its filing fee from the Tenant under section 72(1) of the Act.

Is the Tenant entitled to an order for repairs?

Since this tenancy is ending due to non-payment of rent, I find the Tenant's claim for repairs to be moot.

Conclusion

The Tenant's application is dismissed in its entirety without leave to re-apply.

This tenancy will end on **February 28, 2026**.

Pursuant to section 55(1) of the Act, I grant an Order of Possession to the Landlord effective **1:00 pm** on **February 28, 2026**, after service upon the Tenant. The Tenant must be served with this Order as soon as possible. Should the Tenant or any occupant of the rental unit fail to comply with this Order, this Order may be filed and enforced in the Supreme Court of British Columbia.

Pursuant to sections 55(1.1) and 72(1) of the Act, I grant the Landlord a Monetary Order of **\$3,161.68** for unpaid January and February 2026 rent (\$3,061.68), and recovery of the Landlord's filing fee (\$100.00). The Landlord is authorized under section 72(2)(b) of the Act to deduct \$725.00 from the security deposit held by the Landlord to partially satisfy this Order. This Order may also be served on the Tenant, filed in the Provincial Court of British Columbia, and 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 Act.

Dated: February 23, 2026

Residential Tenancy Branch