

## **DECISION**

### **Introduction**

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

The Tenants applied for:

- cancellation of a 10 day notice to end tenancy for unpaid rent or utilities dated January 21, 2026 (the "10 Day Notice") under section 46 of the Act; and
- more time to dispute the 10 Day Notice under section 66 of the Act.

The Landlords applied for:

- an order of possession of the rental unit based on the 10 Day Notice under section 55 of the Act;
- compensation of \$4,000.00 for unpaid rent under section 67 of the Act; and
- authorization to recover the Landlords' filing fee from the Tenants under section 72(1) of the Act.

The Landlords attended this hearing and gave affirmed testimony.

No one attended this hearing for the Tenants. I left the teleconference open until 9:51 am to enable the Tenants to call into this hearing scheduled for 9:30 am. I confirmed that the correct call-in number and participant code had been provided in the notice of dispute resolution proceeding. I also confirmed on the teleconference system that the Landlords and I were the only ones who had called into this hearing.

### **Preliminary Matters**

#### **Service of Notices of Dispute Resolution Proceeding and Evidence**

The Landlords confirmed receipt of the Tenants' notice of dispute resolution proceeding. The Tenants submitted a screenshot and a photo as evidence. The Landlords testified that they did not receive any evidence or attachments from the Tenants. Therefore, I have not considered the Tenants' evidence for the purpose of this decision.

The Landlords confirmed that they emailed their notice of dispute resolution proceeding and evidence to the Tenants on February 5, 2026. I find the Tenants had agreed to

accept email service in the parties' tenancy agreement. I find the Tenants were served with the Landlords' notice of dispute and evidence in accordance with section 43 of the regulations.

The Landlords submitted more recent email correspondence received from the Tenants in February 2026. I find the Tenants would also have their own of this correspondence, and I find the Tenants to be sufficiently served with this evidence in accordance with section 71(2)(c) of the Act.

### **Correction of Rental Unit Address and Parties**

The Tenants' application was missing the unit number in the dispute address, and the Tenants had only named one of the Landlords as a respondent to their application. There were also minor discrepancies in the parties' names. Based on the evidence presented, and pursuant to section 64(3)(c) of the Act, I have amended the applications to correct these issues.

### **Issues to be Decided**

Are the Tenants entitled to more time to dispute the 10 Day Notice? Should the 10 Day Notice be cancelled?

Are the Landlords entitled to an order of possession?

Are the Landlord entitled to compensation for unpaid rent?

Are the Landlord entitled to recover their filing fee from the Tenants?

### **Background and Evidence**

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

This tenancy commenced on November 1, 2025 and was to be for a fixed term ending on October 31, 2026. The rent was \$3,000.00 due on the first day of each month. The Tenants paid a security deposit of 1,500.00.

On January 21, 2026, the Landlords issued the 10 Day Notice to the Tenants with an effective date of January 31, 2026. This notice states that the Tenants failed to pay rent of \$3,000.00 due on January 1, 2026.

The Landlords confirmed that copies of the 10 Day Notice were both emailed and given in person to the Tenants on January 21, 2026. According to the Tenants' application, they received the 10 Day Notice in person on January 21, 2026.

The Tenants made their application on January 29, 2026. According to the Tenants, one of them was “having health issues recently”, which was the reason for the “delayed filing and inability to pay the rent on time”. They stated that they had been at the local hospital since January 26, 2026 and remained under care.

The Landlords expressed that they are unsure about the Tenants’ situation. They explained that they heard from neighbours about disturbances and the Tenants having fights in the rental unit in January and February 2026, which involved police on a couple of occasion. The Landlords’ stated that they received messages from one of the Tenants that she was unwell.

The Landlords testified that the Tenants paid \$1,000.00 on January 6, 2026 and \$1,000.00 on February 3, 2026.

The Landlords confirmed that the Tenants are still currently in the unit, but have informed the Landlords that they intend to move out by the end of this month.

## **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.

### **Are the Tenants entitled to more time to dispute the 10 Day Notice? 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. To be effective, a notice to end tenancy must comply with section 52 of the Act in form and content.

In this case, I find the 10 Day Notice complies with the requirements of section 52 of the Act.

I find the Tenants received the 10 Day Notice on January 21, 2026. I find the Tenants 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 Tenants also did not apply to dispute the 10 Day Notice within 5 days of receipt (that is, by January 26, 2026) as required under section 46(4)(b) of the Act.

Section 66(1) of the Act provides that the director may extend a time limit established by this Act only in “exceptional circumstances”.

As explained in Residential Tenancy Policy Guideline 36. Extending a Time Limit, the word “exceptional” means that an ordinary reason for a party not having complied with a particular time limit will not allow an arbitrator to extend that time limit. The word “exceptional” implies that the reason for failing to do something at the time required is very strong and compelling. The party putting forward the reason must have some persuasive evidence to support the truthfulness of what is said.

The Tenants did not attend this hearing and did not provide testimony under oath to explain why they were requesting an extension.

Even if the Tenants’ request for an extension of the time limit is granted, I find the Tenants have not paid rent to the Landlords in full and have not withheld the rent for a reason permitted under the Act.

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))

I do not find any of these reasons to apply in the circumstances.

Under section 46(5) of the Act, if the tenant does not pay the rent or make an application for dispute resolution in accordance with section 46(4) of the Act, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date.

I find the Tenants did not pay the overdue January rent, did not dispute the 10 Day Notice on time, and did not establish that there were exceptional circumstances to warrant extending the time limit for making an application. Accordingly, I find the Tenants are conclusively presumed to have accepted that **this tenancy ended on January 31, 2026**, the effective date of the 10 Day Notice.

I dismiss the Tenants’ claim to dispute the 10 Day Notice and request for an extension of time without leave to re-apply.

## **Are the Landlords 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 Tenants' claim to cancel the 10 Day Notice, I find the Landlords are entitled to an order of possession under section 55(1) of the Act.

The effective date of the 10 Day Notice has already passed. Since the Tenants have expressed that they intend to vacate the rental unit by the end of this month, I make the order as set out in the conclusion section below.

## **Are the Landlords entitled to compensation for unpaid rent?**

Since this tenancy has ended, I find the Landlords' compensation request to be for unpaid rent and compensation for the Tenants' use and occupancy of the unit.

### *Unpaid January Rent*

Section 67 of the Act provides that if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Based on the evidence presented, I find the Landlords are entitled to compensation of \$1,000.00 for the balance of January rent, after accounting for the partial payments received from the Tenants on January 6, 2026 and February 3, 2026.

### *Use and Occupancy in February*

As explained in Residential Tenancy Policy Guideline 3. Claims for Rent and Damages for Loss of Rent, unpaid rent is money that is due and owing *during* the tenancy.

Section 57(3) of the Act provides that a landlord may claim compensation from an overholding tenant for any period that the overholding tenant occupies the rental unit after the tenancy is ended.

Policy Guideline 3 further states that compensation for overholding under section 57(3) of the Act includes compensation for the “use and occupancy” of the unit on a *per diem* or daily basis.

I find the Tenants have continued to overhold in the rental unit after the tenancy legally ended on January 31, 2026. I find the Tenants intend to overhold to the end of this month. Therefore, I find the Landlords are entitled to compensation of \$3,000.00 for the Tenants’ use and occupancy of the rental unit during the month of February 2026.

**Are the Landlords entitled to recover their filing fee from the Tenants?**

The Landlords have been successful in this dispute. I find the Landlords are entitled to recover their filing fee from the Tenants under section 72(1) of the Act.

**Conclusion**

The Tenants’ application is dismissed in its entirety without leave to re-apply.

This tenancy is ended as of **January 31, 2026**, the effective date of the 10 Day Notice.

Pursuant to section 55(1) of the Act, I grant an Order of Possession to the Landlords effective **1:00 pm on February 28, 2026**, after service upon the Tenants. The Tenants must be served with this Order as soon as possible. Should the Tenants 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 67 and 72(1) of the Act, I grant the Landlords a Monetary Order of **\$4,100.00**, calculated as follows:

<b>Item</b>	<b>Amount</b>
Balance of Unpaid January 2026 Rent (\$3,000.00 - \$1,000.00 - \$1,000.00)	\$1,000.00
Compensation for the Tenants’ Overholding from February 1 to 28, 2026	\$3,000.00
Landlords’ Filing Fee	\$100.00
<b>Total Monetary Order for the Landlords</b>	<b>\$4,100.00</b>

The Landlords are authorized under section 72(2)(b) of the Act to deduct \$1,500.00 from the security deposit held by the Landlords to partially satisfy this Order. This Order may also be served on the Tenants, 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 24, 2026

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Residential Tenancy Branch