

DECISION

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) for:

- an order of possession based on a 10 Day Notice to End Tenancy for Unpaid Rent (the “10-Day Notice”)
- compensation for unpaid rent
- compensation for monetary loss/other money owed
- authorization to retain all/part of the security deposit/pet damage deposit for compensation
- recovery of the Application filing fee.

The Landlord attended the reconvened hearing on May 6, 2025. The Tenant did not attend. In the hearing, the Landlord, via their agent, asked for an adjournment in this matter.

The Landlord attended the second reconvened hearing on May 12, 2025. The Tenant did not attend.

Service of Notice of Dispute Resolution Proceeding and evidence

In the April 22, 2025 hearing, the Landlord stated they served the Tenant with the notice of the hearing via registered mail. In an interim decision following that hearing, I deemed service to the Tenant completed on February 11, 2025.

I also found the Landlord provided evidence to the hearing in a timely manner. The Tenant did not provide document evidence for the scheduled hearing on April 22 which they attended.

I incorporated a second Application from the Landlord to this present hearing. The Tenant was aware of this from the Interim Decision dated April 24, 2025. I informed the parties of this in the initial hearing on April 22.

With each interim decision, the Residential Tenancy Branch provided a notice for each scheduled reconvened hearing – May 6 and May 12. I find the Tenant was properly notified of the upcoming rescheduled hearings. I proceeded to hear the merits of the Landlord's Application with only the Landlord present in the May 12 hearing.

Issues to be Decided

- Is the 10-Day Notice valid? If valid, is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to compensation for unpaid rent?
- Is the Landlord entitled to compensation for monetary loss/other money owed?
- Is the Landlord entitled to retain all/part of the security deposit for compensation?
- Is the Landlord entitled to recover the Application filing fee?

Background and Evidence

The Landlord provided a copy of the tenancy agreement they had in place with the Tenant. The tenancy started on June 1, 2023, reverting to a month-to-month arrangement after the initial one-year fixed term. The starting amount of rent was \$2,761 per month, payable on the first of each month.

The agreement addendum contains the provision for a late fee of \$25 for each late payment of all or a portion of any rent owing.

The rent increased to \$2,857.63 per month on June 1, 2024, as shown in the ledger the Landlord provided as evidence for this hearing.

At the start of the tenancy, the Tenant paid a security deposit amount of \$1,380.50, and a pet damage deposit amount of \$1,380.50. This is listed as a single deposit amount on page 3 of the tenancy agreement; however, in the hearing the Landlord clarified that these were two separate deposits paid by the Tenant. This is shown as two separate deposit amounts in the ledger.

The Landlord issued the 10-Day Notice to the Tenant on January 24, 2025. The Landlord served this to the Tenant by sending a copy via registered mail, as shown in their evidence, confirming delivery on January 30. In the hearing, the Tenant acknowledged they received the 10-Day Notice in this manner.

The 10-Day Notice, on page 2, sets out that as of January 1, 2025, the Tenant failed to pay the owing rent amount of \$2,824.41. The Landlord's ledger in the evidence records this amount as a remainder after the prior month's balance of \$33.22 carried over into January.

In the hearing, the Landlord added that the Tenant did not pay rent for February, March, and April, adding another rent amount per month to the balance. The Landlord's ledger dated April 22, 2025 shows a balance of \$9,222.05, inclusive of each month's \$25 late fee.

In the April 22 hearing, the Tenant reviewed the way in which they provide rent each month.

In the May 12, 2025 reconvened hearing, the Landlord clarified the rent amount owing, with the Tenant still maintaining occupancy in the rental unit: \$12,079.68.

In the May 12 hearing, the Landlord provided a record of the incident in which the Tenant's pet, via the neighbour's balcony, entered the neighbouring rental unit and soiled the occupant's sofa. The Landlord presented that the Tenant accepted the amount shown paid for cleaning. The Landlord basically noted that they had the Tenant's agreement to this charge, though the Tenant never paid it. The Landlord provided this amount in their ledger.

The Landlord clarified that the updated amount of rent owed including this charge of \$288.75.

Analysis

Is the 10-Day Notice valid? If valid, is the Landlord entitled to an order of possession?

The *Act* s. 46 sets out that a tenant must pay the full amount of rent owing, or challenge any 10-Day Notice that was served. This must occur within 5 days as indicated on the document itself.

If a tenant does neither of these actions, they are conclusively presumed to have accepted that the tenancy is ending. This is set out in s. 46(5) of the *Act*.

I find the Landlord served the 10-Day Notice to the Tenant on January 24, 2025 via registered mail. The deemed service date is January 29, 2025. The record reflecting

the mail delivery is January 30, and the Tenant confirmed they received the 10-Day Notice from the Landlord in this manner.

I find the Tenant did not pay the required amount of rent, and made no application to dispute the 10-Day Notice by February 3, 2025. Due to the Tenant's failure to take either of these actions within 5 days, I find they are conclusively presumed to have accepted that the tenancy ended.

The 10-Day Notice meets the requirements for form and content as per s. 52; therefore, I find the Landlord is legally entitled to an order of possession.

Is the Landlord entitled to compensation for unpaid rent?

The *Act* s. 26 provides that a tenant must pay rent to a landlord unconditionally.

As presented by the Landlord in their evidence and testimony, I find the rent amount in question is \$12,079.68.

I find the Landlord established a claim for unpaid rent in the amount of \$12,079.68 (though this amount includes the Landlord's other claim, listed below). This is the full amount of rent for the months indicated in the Landlord's ledger in the evidence, as well as the Landlord's accounting they provided for in the hearing with their affirmed testimony.

I find the Landlord is entitled to a rent amount of \$11,790.90 in full. By s. 67 of the *Act*, I order the Tenant to pay this amount of compensation to the Landlord.

Is the Landlord entitled to retain all/part of the security deposit and/or pet damage deposit for compensation?

While s. 38 of the *Act* governs a landlord's right to use of the security deposit post-tenancy, I find the Landlord's Application includes a claim against the security deposit and pet damage deposit for something other than damage in the rental unit (*i.e.*, unpaid rent). I find it is not relevant whether the Landlord's right to claim against the security deposit for damage was extinguished under the *Act*.

By s. 72 of the *Act*, I allow the Landlord to retain the security deposit in full, and the pet damage deposit in full, as part compensation for unpaid rent.

Is the Landlord entitled to compensation for monetary loss/other money owed?

To be awarded compensation for a breach of the *Act*, the landlord must prove:

- the tenant has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the landlord acted reasonably to minimize that damage or loss

Based on the evidence before me and the Landlord's testimony, and on a balance of probabilities, I find that the Landlord has established a claim for money owed under the *Act*, regulation or tenancy agreement.

I grant the Landlord \$288.75 in satisfaction of this part of their claim, owing to the damage caused by the Tenant's pet, and the charge incurred thereof.

Is the Landlord entitled to recover the filing fee for this Application?

The Landlord was successful in this Application; therefore, I grant to the Landlord recovery of the Application filing fee in full.

Conclusion

I grant an Order of Possession to the Landlord **effective by 1:00 PM on May 24, 2025, after the Landlord serves this Order of Possession on the Tenant.** Should the Tenant or anyone on the premises fail to comply with this Order, the Landlord may file this Order of Possession with the Supreme Court of British Columbia, where it will be enforced as an Order of that Court.

I grant the Landlord a Monetary Order in the amount of **\$9,418.65** under the following terms:

Monetary Issue	Granted Amount
compensation for unpaid rent	\$11,790.90
authorization to retain all of the security deposit/pet damage deposit for compensation	-\$2,761.00
compensation for monetary loss/other money owed	\$288.75
recovery of the Application filing fee	\$100.00
Total Amount	\$9,418.65

I provide the Landlord with this Monetary Order in the above terms and the Landlord must serve it to the Tenant as soon as possible. Should the Tenant fail to comply with this Monetary Order, the Landlord may file this Monetary Order in the Small Claims Division of the Provincial Court where it will be enforced as an Order of that Court.

I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: May 12, 2025

Residential Tenancy Branch