



Dispute Resolution Services  
Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## **DECISION**

### **Introduction**

This hearing dealt with three separate applications for dispute resolution filed by the Tenant under the *Residential Tenancy Act* (the Act) for the cancellation of three separate 10 Day Notices to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act, and a monetary order for monetary loss or other money owed.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

Though the Tenant did not attend the hearing, the Landlords acknowledged receipt of the Tenant's application without issue. Accepting this, I find under s. 71(2) of the Act that the Landlords were sufficiently served with the Tenant's application.

### **Service of Evidence**

The Landlords said they did not receive the Tenant's evidence. As the Tenant's evidence consisted only of the 10 Day Notices I find there would be no prejudice to including the copies provided to me by the Tenant since the notices were served by the Landlord. The Landlords agreed to include the notices provided by the Tenant.

The Landlords testified that the evidence was served on the Tenant in person on May 17, 2025. The Landlords submitted into evidence a video of the Landlords personally serving the Tenant with the evidence. Based on the Landlords' undisputed testimony and the video, I find the Landlords' evidence was served and received by the Tenant on or about May 17, 2025.

### **Preliminary Matter**

The Tenant did not attend the hearing. If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party pursuant to the Rule of Procedure 7.3.

I conducted the dispute resolution hearing in the absence of the Tenant.

The Tenant, as the applicant, bears the general onus of proving her claims except for his claim disputing the 10 Day Notices, which the Landlords must show was properly issued, as explained in Rule of Procedure 6.6.

As the Tenant failed to attend the hearing and make submissions on the claims for which they had the onus to prove, I find the Tenant failed to prove their claim for a monetary order for monetary loss or other money owed.

I dismiss the Tenant's claim for compensation for monetary loss or other money owed.

The hearing proceeded strictly on the question of whether the 10 Day Notices were properly issued.

### **Issues to be Decided:**

Should the 10 Day Notices be cancelled? If not, are the Landlords entitled to an Order of Possession?

### **Background and Evidence**

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

The Landlords confirmed that his tenancy began on October 1, 2024, with the monthly rent at \$2,400.00, due on the first day of the month, with a security deposit in the amount of \$1,200.00 and a pet damage deposit in the amount of \$1,200.00.

The Landlords served three separate 10 Day Notices on the Tenant. The Landlords said he issued three separate notices to the Tenant because the Tenant filed an application to dispute the notices.

The Landlords testified that the first 10 Day Notice was served on the Tenant on May 2, 2025, by email (May 2 Notice). The effective date is May 11, 2025. The notice states that there is \$2,400.00 in unpaid rent due on May 1, 2025. On the Tenant's application, the Tenant indicated that they received the May 2 Notice on May 2, 2025 by email.

The Landlords testified that the second 10 Day Notice was served on the Tenant on May 6, 2025, by email (May 6 Notice). The effective date is May 15, 2025. The notice states that there is \$2,400.00 in unpaid rent due on May 1, 2025. On the Tenant's application, the Tenant indicated that they received the May 6 Notice on May 6, 2025, and the notice was attached to the Tenant's door.

The third 10 Day Notice was served on the Tenant on May 7, 2025, by posting it on the Tenant's door (May 7 Notice). The effective date on the notice is May 16, 2025. The notice states that there is \$2,400.00 in unpaid rent due on May 1, 2025. The Landlords submitted into evidence a photo of the notice posted on the Tenant's door as proof of

service. On the Tenant's application, the Tenant indicated that they received the May 7 Notice on May 7, 2025, and the notice was attached to the Tenant's door.

The Landlords said they have not received any payment from the Tenant for the outstanding rent indicated on the 10 Day Notices.

**Should the Landlords' 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(s) do 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). When a tenant files to dispute a notice to end tenancy issued under section 46 of the Act, the landlord has the onus of proving that the notice was properly issued.

Based on the Tenant's application, I find the Tenant received the May 2 Notice on March 2, 2025, and that the Tenant was sufficiently served with the notice in accordance with section 71(2) of the Act. I find the Tenant had until May 7, 2025 to dispute the 10 Day Notice or to pay the full amount of the arrears.

The Tenant disputed the notice on May 6, 2025, within the time permitted under section 46(4) of the Act.

Based on the Landlords' undisputed testimony and the 10 Day Notice, I find the Landlord proved monthly rent is \$2,400.00.

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.

As the Tenant has not paid the full amount of the arrears identified on the 10 Day Notice within 5 days after the 10 Day Notice was received by the Tenant, I dismiss the Tenant's application without leave to reapply.

Since I have determined that the Tenant is conclusively presumed to have accepted the end of the tenancy under section 46(5) based on the May 2 Notice, I will not proceed to consider the validity of the May 6 Notice or the May 7 Notice.

**Are the Landlords entitled to an Order of Possession based on a Notice to End Tenancy?**

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 May 2 Notice complies with section 52 of the Act.

Therefore, I find that the Landlords are entitled to an Order of Possession.

### **Are the Landlords entitled to a Monetary Order for unpaid rent?**

Section 55(1.1) of the Act states that if a tenant makes an application to set aside a landlord's notice to end a tenancy under section 46 of the Act for non-payment of rent, and the application is dismissed, the Arbitrator must grant the landlord an order requiring the repayment of the unpaid rent if the notice complies with section 52 of the Act.

I have reviewed the 10 Day Notice and find that the notice complies with section 52 of the Act.

Based on the Landlords' undisputed testimony and May 2 Notice, I find the Tenant failed to pay rent in the amount of \$2,400.00 for the month of May 2025.

Therefore, I find the Landlords are entitled to a Monetary Order for unpaid rent in the amount of \$2,400.00.

The Landlords continue to hold the Tenant's security deposit of \$1,200.00 and pet damage deposit of \$1,200.00 in trust. In accordance with the off-setting provisions of section 72 of the Act, I order the Landlord to retain \$2,400.00 from the Tenant's security deposit and pet damage in satisfaction of the monetary award.

### **Is the Tenant entitled to recover the filing fee for their applications from the Landlord?**

As the Tenant was not successful in their applications, the Tenant's applications for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

### **Conclusion**

I grant an Order of Possession to the Landlords **effective seven (7) days after service of this Order on the Tenant(s)**. Should the Tenant(s) 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.

The Tenant's applications for cancellation of the 10 Day Notices to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act are dismissed, without leave to reapply.

The Tenant's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act is dismissed, without leave to reapply.

I authorize the Landlords to retain \$2,400.00 from the Tenant's security deposit in satisfaction of the monetary order.

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: May 30, 2025.

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Residential Tenancy Branch