



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Introduction

This hearing dealt with an Application for Dispute Resolution by both parties under the *Residential Tenancy Act* (the Act) for:

- Landlord request for an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated July 17, 2025 (10 Day Notice)
- Tenant request to cancel the 10 Day Notice
- Tenant request to provide services or facilities
- Tenant monetary claim of \$100.00
- Tenant request for Landlord to allow access to unit or site
- Tenant request to set conditions on the Landlord
- Tenant request to order the Landlord to comply

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires. As the Tenants did not attend the hearing and after the standard 10-minute waiting period and in accordance with Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 7.3 the Tenant's entire application is **dismissed without leave to reapply**.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

The Landlord affirmed that the Tenant AS was served with the Proceeding Package and Evidence on July 31, 2025, at 6:00 PM, by them and was witnessed by DB. Witness DB was affirmed and testified which confirmed this information. I find the Tenant, AS to be sufficiently served as a result. The Landlord stated that Tenant RH vacated the rental unit already in July 2025.

Issues to be Decided

- Should the Landlord be granted an Order of Possession?

Facts and Analysis

Based on the undisputed documentary evidence from the Landlord and the undisputed testimony provided during the hearing by the Landlord, and on the balance of probabilities, I find the following.

Firstly, I accept that the 10 Day Notice was served on the Tenant on July 17, 2025, by LP which was witnessed by DM. The Tenants filed an application to dispute the 10 Day Notice but did not attend the hearing. As a result, I consider the 10 Day Notice to be undisputed.

I find the 10 Day Notice complies with section 52 of the Act, as it is signed and dated and indicates that \$1,600.00 was owed as of July 17, 2025, comprised of \$800.00 for unpaid June 2025 rent and \$800.00 for unpaid July 2025 rent. I accept the Landlord's undisputed testimony that the Tenants have since failed to pay August 2025 rent also and that Tenant AS continues to occupy the rental unit.

Based on the above, I find the Tenants breached section 26 of the Act by failing to pay June, July and August 2025 rent before the end of the first day of each of those months. Therefore, I find the 10 Day Notice is valid and I find the tenancy must end in accordance with section 46(5) of the Act. I grant the Landlord an Order of Possession effective August 29, 2025 at 1:00 PM as the Tenant has now gone 3 months without paying rent. I find the tenancy ended July 27, 2025, which is the effective vacancy date listed on the 10 Day Notice. I find that the Tenants have been overholding the rental unit since that date.

Pursuant to section 67 of the Act, I grant the Landlord a Monetary Order in the amount of **\$2,400.00**, comprised of \$800.00 for each of the months including June, July and August of 2025.

As the Landlord's claim had merit, I grant the Landlord the **\$100.00** filing fee under section 72 of the Act.

Given the above, I find the Landlord has established a total monetary claim of **\$2,500.00**.

Conclusion

The Tenants application is dismissed without leave to reapply as the Tenants failed to attend the dispute resolution proceeding.

The Landlord's application is fully successful.

The Landlord is granted an Order of Possession effective August 29, 2025, at 1:00 PM. Should the Tenant failed to vacate the rental unit as ordered, the Landlord may enforce the Order of Possession in the Supreme Court. The Tenants are cautioned that they can be held liable for all costs related to enforcement.

The Landlord is granted a Monetary Order of **\$2,500.00** as indicated above, and the Tenants must be served with **this Order before it is enforced**. Should the Tenants fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00.

The Tenants are cautioned that they can be held liable for all costs related to enforcement, including bailiff fees. The decision will be emailed to both parties. The Orders will be emailed to the Landlord only for service on the Tenant, as required. Under section 62(3) of the Act, I authorize the Landlord to serve the Tenant at the email address provided by the Tenant in their application, which is included on the cover page of this decision.

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: August 22, 2025

Residential Tenancy Branch