

## **DECISION**

### **Introduction**

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 or Utilities (10 Day Notice) under sections 46 and 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

This hearing dealt with the Tenant's Application for Dispute Resolution under the Residential Tenancy Act (the Act):

- to dispute a 10 Day Notice to End Tenancy Issued for Unpaid Rent or Utilities and I need more time to dispute this notice
- the landlord to allow access to the unit or site for me and/or my guests

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

#### *Service on the Tenant*

In the Interim Decision dated August 22, 2025, the Landlord was required to provide proof of service regarding the Notice of Dispute and Evidence. The Landlord complied with the order and provided evidence of service via Registered Mail on July 23, 2025.

Based on the submissions before me, I find that the Proceeding Package and Landlord's evidence was served to the Tenant in accordance with section 88 and 89 of the Act.

#### *Service on the Landlord*

The Tenant did not attend the hearing, nor was any evidence of service on the Landlord provided with regard to the Proceeding Package. As such, I find that the Landlord was not served with the Proceeding Package in relation to the Tenant's application for dispute, in accordance with section 89 of the Act.

### **Preliminary Matters**

### *Tenant's Application*

Policy Guideline 12, Service Provisions states that where one or more parties on an application for dispute resolution have not been served, the Arbitrator's decision or order will indicate this. The matter may proceed, be adjourned, dismissed with or without leave to reapply

As I have found that the Landlord was not served with the Tenant's Notice of Dispute Hearing in accordance with Section 88. The Tenant's application is dismissed, without leave to reapply.

### *Parties Named*

Subsection 64(3)(c) of the Act provides the director with the discretion to amend an application for dispute resolution.

In the Interim Decision the Landlord was provided the opportunity to request an amendment to correct the Tenant's name. On August 25, 2025, the Landlord confirmed that the Tenant's name was incorrectly recorded, therefore I have amended the application to reflect the correct name for Tenant L.C.

### *Amount Claimed*

At the onset of the hearing the Landlord submitted that the Tenant currently owed \$1900.00 for July 2025, and \$2400.00 for August 2025 and therefore sought to increase the monetary claim from \$1900.00 to \$4300.00.

Rule 4 of the *Rules of Procedure* allows for the amendment of an application at the hearing in circumstances that can reasonably be anticipated; if sought at the hearing, such an amendment need not be submitted or served. Section 64(3) allows the director to amend an application or permit an application to be amended.

In consideration of the evidence filed and the testimony of the landlord, further to Rule 4, I find the tenant could reasonably have anticipated that the landlord would claim a monetary order for outstanding rent which accrued following the service of the Ten-Day Notice. I accordingly allow the landlord to amend the application as sought.

### **Issues to be Decided**

Is the Landlord entitled to an Order of Possession for unpaid rent?

Is the Landlord entitled to a Monetary Order for unpaid rent?

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

### **Background and Evidence**

The Tenancy began on July 1, 2025, with a monthly rent of \$2400.00 and a security deposit of \$1200.00 paid.

The August 8, 2025 Residential Tenancy Branch Decision granted the Landlord authorization to retain \$100.00 of the security deposit.

An Order of Possession was granted to the Landlord on August 8, 2025.

The Landlord submits that the Tenant owes \$4300.00 in outstanding rent for July and August 2025.

The Landlord requested a monetary order for non-sufficient funds (NSF) charges and late fees related to the unpaid rent.

## **Analysis**

### **Is the Landlord entitled to an Order of Possession for unpaid rent?**

At the commencement of the hearing, the Landlord advised that an Order of Possession had been granted in a separate proceeding on August 8, 2025. As a result, the matter is now moot and is therefore dismissed, without leave to reapply.

### **Is the Landlord entitled to a Monetary Order for unpaid rent?**

Section 26 of the Act provides that a tenant is required to pay rent to the landlord, regardless of whether the landlord is in compliance with the Act, the regulations, or the tenancy agreement, unless the tenant has a lawful right under the Act to deduct all or a portion of the rent.

Section 67 of the Act states that where a party has suffered damage or loss as a result of the other party's non-compliance with the Act, the regulations, or the tenancy agreement, the Director may determine the amount of compensation and order the non-compliant party to pay that amount.

Based on the evidence presented, I find that the Landlord has established the Tenant currently owes \$4,200.00 in unpaid rent. Accordingly, pursuant to sections 26 and 67 of the Act, the Landlord is granted a monetary order in the amount of \$4,300.00 for unpaid rent for the months of July and August 2025.

The Landlord has also requested compensation for NSF and late payment fees. These charges do not constitute unpaid rent and, therefore, fall outside the scope of this application. Should the Landlord wish to pursue recovery of these amounts, a separate application will be required.

**Is the Landlord entitled to recover the filing fee for this application from the Tenant?**

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

**Conclusion**

I grant the Landlord a Monetary Order in the amount of **\$3300.00** under the following terms:

<b>Monetary Issue</b>	<b>Granted Amount</b>
a Monetary Order for money owed for unpaid rent under section 67 of the Act	\$4300.00
authorization to retain the remainder of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act	-\$1100.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
<b>Total Amount</b>	<b>\$3300.00</b>

The Landlord is provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible. Should the Tenant(s) 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. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

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 27, 2025

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Residential Tenancy Branch