



Dispute Resolution Services

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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:

- Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated August 4, 2025 (10 Day Notice)
- Unpaid rent based on a 10 Day Notice
- Damages and cleaning costs
- Filing fee for Landlord (Tenant filing fee was already waived)
- Cancel the 10 Day Notice and for more time to make and application to do so
- Cancel the One Month Notice to End Tenancy for Cause and for more time to make and application to do so

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.

Preliminary Matters

At the outset of the hearing, the parties confirmed that the Tenants vacated the rental unit on August 31, 2025, since filing their application. As a result, I find the Tenants' application is now moot as the tenancy ended already. In addition, as the Agent for the Landlord, DG (Agent) confirmed that the Landlord does not require an Order of Possession I have not issued one.

The Agent was advised that most of their application was premature as they applied when the tenancy was still active. Therefore, I grant the Landlord leave to reapply for the premature portions of their application. The only monetary amounts I will be considering are unpaid rent and the filing fee in this matter.

Issues to be Decided

- Should the Landlord be granted a Monetary Order for unpaid rent?
- Is the Landlord entitled to their filing fee under the Act?

Facts and Analysis

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

I find the 10 Day Notice complies with section 52 of the Act, as it is signed and dated and indicates that \$2,200.00 was owed as of August 1, 2025. I find the parties agreed at the hearing that the Tenants continue to owe \$1,100.00 for the unpaid portion of August 2025 rent. The Agent also refused the Tenants' request to offset the amount owed with their security deposit, which is the right of the Landlord as no written forwarding address has been provided by the Tenants since vacating the rental unit on August 31, 2025.

Under section 55(1.1) of the Act, I must grant the unpaid portion of August 2025 rent, which I grant of \$1,100.00.

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 **\$1,200.00**.

Conclusion

The Tenants application is dismissed without leave to reapply as they vacated the rental unit by the time of the hearing.

The Landlord's application is mostly dismissed with leave to reapply as it is premature.

The Landlord is granted a Monetary Order of **\$1,200.00** as indicated above, and the Tenants must be served with **this Order before it is enforced**. Should the Tenant 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 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: September 15, 2025

Residential Tenancy Branch