



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes OPR, CNR-MT, CNOP, CNMN

Introduction

This hearing dealt with the Landlord and Tenant's Applications for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

The Landlord applied 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

The Tenant applied for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act

Landlord representative J.O. attended the hearing for the Landlord.

No one attended the hearing for the Tenant.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that Tenant D.C. is deemed served with the Proceeding Package, in accordance with section 90 of the Act, on August 29, 2025, in-person in accordance with section 89(1) of the Act.

Based on the undisputed testimony of the Landlord, I find that the Tenant did not serve the Landlord with the Proceeding Package as required under section 89(1) of the Act.

Service of Evidence

Based on the submissions before me, I find that the Tenant is deemed served with the Landlord's evidence, in accordance with section 90 of the Act, on August 29, 2025, in-person in accordance with section 88 of the Act.

Based on the undisputed testimony of the Landlord, I find that the Tenant's evidence was not served to the Landlord as required under section 88 of the Act.

Preliminary Matters

As the Tenant did not attend the hearing to provide testimony and evidence and did not serve the Landlord with the Notice of Dispute Resolution Proceeding Package, the Tenant's application is hereby dismissed in its entirety without leave to reapply.

Issues to be Decided

Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?

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

Background and Evidence

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

Evidence was provided showing that this tenancy began on May 1, 2025, with a monthly rent of \$500.00, due on the first day of the month.

According to Landlord representative J.O., a 10 Day Notice to End the Tenancy for Unpaid Rent was served to the Tenant on August 12, 2025, for unpaid rent for June, July and August 2025 as well as rent owing from his previous tenancy with the Landlord in the amount of \$3,911.98. J.O. explained that the Tenant had been moved from one of the Landlord's other units to the one under dispute on May 1, 2025, and had signed a new tenancy agreement. He stated that \$2,411.98 of the sum indicated on the notice was the amount outstanding from the previous location and therefore the Landlord is only seeking compensation for unpaid rent effective the start date of the new lease. He testified that the Tenant has also failed to pay his September 2025 rent. Copies of the notice and the Landlord's ledger were submitted as evidence.

Analysis

Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?

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 does 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).

I find that the 10 Day Notice was served to the Tenant on August 12, 2025, and that the Tenant had until August 17, 2025, to dispute the 10 Day Notice or to pay the full amount of arrears.

Based on the evidence before me, I find that the Tenant failed to pay any rent within five days of receiving the 10 Day Notice and did not make an application under section 46(4) of the Act within the same timeframe. In accordance with section 46(5) of the Act, due to the failure of the Tenant to take either of these actions within five days, I find the Tenant is conclusively presumed to have accepted the end of this tenancy on August 26, 2025, the effective date on the 10 Day Notice. In this case, the Tenant and anyone on the premises were required to vacate the premises by August 26, 2025.

Therefore, I find that the Landlord is entitled to 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.

Is the Landlord 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 find that the Notice complies with section 52 of the Act.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent for June, July, August and September 2025 in the amount of \$2,000.00.

Conclusion

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

I grant the Landlord a Monetary Order in the amount of **\$2,000.00** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 55 of the Act	\$2,000.00
Total Amount	\$2,000.00

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

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

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 25, 2025

Residential Tenancy Branch