

DECISION

Introduction

This hearing dealt with Cross Applications including:

The Tenant's August 18, 2025, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) 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
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

The Landlord's August 21, 2025, 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

The September 17, 2025, hearing was attended by two representatives (L.F. and A.U.) for the Landlord, a corporate entity.

The Tenant did not attend and was not represented.

The Landlords had the opportunity to provide sworn testimony and refer to evidence.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that Tenant was served by registered mail on August 22, 2025, as considered by section 89 of the Act. The Landlord provided proof of tracking for this service, which I reviewed to confirm that it was collected by the Tenant on August 29, 2025. I nevertheless deem the Tenant served with Notice of the Landlord's Application on August 27, 2025, as required by section 90(a) of the Act.

Landlord A.U. stated the Tenant did not serve Notice of their dispute.

Service of Evidence

The Landlords stated that they served their documentary evidence, a tenant account statement, to the Tenant on Registered Mail on September 10, 2025. I therefore deem the Tenant served with a copy of this documentary evidence on September 15, 2025, as required by section 9)(a) of the Act.

Preliminary Matters

The Tenant did not attend the September 17, 2025, hearing and so their application was dismissed without leave to reapply as required by RTB Rule of Procedure 7.3.

The Landlord sought to increase their monetary claim from \$4,230.00 to \$6,440.00 to reflect the Tenant's failure to pay \$2,110.00 in monthly rent for September 2025, the additional month of unpaid rent waiting for this hearing.

Residential Tenancy Branch Rules of Procedure, Rule 7.12, states that in circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

I allow the amendment as this was clearly rent that the Tenant would have known about and resulted since the Landlord submitted the application.

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

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 residential property is a multi-unit apartment building. The Landlord A.U. indicates that the Tenant continues to occupy their unit.

Evidence was provided showing that this tenancy began on April 1, 2025, with the collection of a security deposit in the amount of \$1,055.00.

Landlord A.U. confirmed that current monthly rent is \$2,110.00, due on the first day of the month, paid by ETF when it is paid. They stated that rent has not been paid for July, August, or September 2025.

The Landlords issued a 10-Day Notice dated August 11, 2025, to the Tenant on an RTB-30, showing that \$4,230.00 was owed on August 1, 2025. This Notice provided a stated move-out date of August 21, 2025.

Landlord S.N. referred to an RTB-34 Proof of Service document submitted as evidence to confirm that this Notice was served to the Tenant's door on the day it was issued.

Analysis

The Landlord is required by RTB Rule of Procedure 6.6. for establishing on the balance of probabilities that they issued a valid Notice to End Tenancy.

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.

I find that the 10 Day Notice dated August 11, 2025, was deemed served on the Tenant on August 13, 2025, because this is the date that the Tenant wrote on their application that the Notice was received, consistent with 90(c) of the Act.

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 because the Landlords testified that rent has not been paid by this Tenant for July, August, or September 2025.

I therefore 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 because:

- The August 11, 2025, Notice satisfies section 52 of the Act.
 - I amend the stated moveout date to August 23, 2025 (which has now passed) under section 53(2) of the Act which means that I find that the Tenant is now overholding the rental unit.
- Service to the door is an accepted means of service under 88(g) of the Act
- The Tenant owed \$4,230.00 when the Notice was issued and failed to pay any portion of the arrears by the 5-day deadline of August 18, 2025.

I make this order effective 7 days after service on the Tenant as required by RTB Policy Guideline 54 because this tenancy has been ongoing for less than one year and the Tenant currently owes 3 months' rent to the Landlord.

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

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

Based on the evidence before me, I find that the Landlord has established a claim for unpaid rent owing for \$4,230.00 owed as of August 1, 2025, as shown on the 10-Day Notice because the Landlord testified that rent of \$2,110.00 was not paid for July or August 2025.

I award an additional \$2,110.00 to the Landlord for September 2025 because:

- The Tenant continues to overhold the rental unit past the amended effective date of August 18, 2025, for the 10-Day Notice, and section B of RTB Policy Guideline 3 confirms the Tenant’s obligation to compensate the Landlord for overholding under section 57(3) of the Act.
- The Tenant applied to challenge the August 11, 2025, but then did not appear at the September 17, 2025, hearing which means their challenge was not successful and the Landlord is entitled to payment of rent under 55(1.1) of the Act.

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act, in the amount of \$6,300.00.

$$\$4,230.00 + \$2,110.00 = \$6,340.00$$

I decline to award the additional \$100.00 in compensation as shown on the Tenant Ledger because this amount was not accurately captured on the August 11, 2025, Notice.

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested?

Under section 72 of the Act, I allow the Landlord to retain the Tenant's security deposits of \$1,055.00 in partial satisfaction of the monetary award.

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 an Order of Possession to the Landlord **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.

I grant the Landlord a Monetary Order in the amount of **\$5,385.00** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 67 of the Act	\$6,340.00
authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act	-1,055.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$5,385.00

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.

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 17, 2025

Residential Tenancy Branch