



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes CNR-MT, FFT, OPR-DR, MNR-DR, FFL

Introduction

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

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
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

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
- 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

No one attended the hearing for the Tenant.

Landlord representative G.W. attended the hearing for the Landlord.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that Tenant R.S. is deemed served with the Proceeding Package, in accordance with section 90 of the Act, on September 30, 2025, by registered mail in accordance with section 89(1) of the Act, the fifth day after the registered mailing. The Landlord

provided a copy of the Canada Post Customer Receipt containing the tracking number to confirm this service. I find that the Landlord also posted a copy of the notice and evidence on the Tenant's door as a courtesy in light of the Canada Post labour dispute that began immediately after the Landlord's Dispute Resolution Proceeding Package was mailed.

I find that the Tenant did not serve the Landlord with Notice of Dispute Resolution Proceeding.

Service of Evidence

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

Based on the submissions before me, I find that the Tenant's evidence was not served to the Landlord in accordance with section 88 of the Act.

Preliminary Matters

At the outset of the hearing the Landlord sought to increase their monetary claim from \$1,272.00 to \$2,544.00 to reflect the Tenant's failure to pay \$1,272 in monthly rent for October 2025, the additional month of unpaid rent while 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 Tenant entitled to 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? If not, 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 Tenant entitled to recover the filing fee for this application from the Landlord? If not, 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 Landlord's representative, but will refer only to what I find relevant for my decision.

Evidence was provided showing that this tenancy began on September 1, 2018, with a monthly rent of \$1,200.00, due on the first day of the month, with a security deposit in the amount of \$620.00. The Tenant's current rent is \$1,272.00.

According to G.W., a 10 Day Notice was posted on the door of the Tenant's residence on September 4, 2025, for unpaid rent in the amount of \$1,272.00 plus \$50.00 in non-sufficient funds fees. Copies of the notice and Landlord Tenant ledger were submitted as evidence.

G.W. testified that the Tenant's mother issued a cheque for the September 2025 unpaid rent on September 17, 2025, but it failed to clear. He testified that the Tenant has also failed to pay her October 2025 rent. A copy of the returned cheque was submitted as evidence.

Analysis

Is the Tenant entitled to 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? If not, 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 Tenant did not attend the hearing to provide affirmed testimony or evidence in support of her request for an extension of the time limit to dispute the 10 Day Notice and therefore her request for an extension is dismissed without leave to reapply.

I find that the 10 Day Notice was served to the Tenant on September 4, 2025, by posting it on the door of her residence and that the Tenant had until September 9, 2025, to dispute the 10 Day Notice or to pay the full amount of arrears.

Based on the evidence before me, I find 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 September 15, 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 September 15, 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 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 and the undisputed testimony of the Landlord's representative G.W., I find that the Landlord has established a claim for unpaid rent owing for September and October 2025.

I find that the Landlord's claim included \$50.00 in unpaid non-sufficient funds fees are not rent and therefore I dismiss this part of their claim with leave to reapply.

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.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act, in the amount of \$2,544.00.

Under section 38(4)(b) of the Act, I authorize the Landlord to retain the Tenant's security deposit in the amount of \$654.11, including interest, in partial satisfaction of the Monetary Order granted above.

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

As the Tenant was unsuccessful in their application, I find that the Tenant is not entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act and therefore I dismiss her claim without leave to reapply.

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

The Tenant's claim is dismissed in its entirety without leave to reapply.

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 **\$1,989.89** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 67 of the Act	\$2,544.00
authorization to retain the Tenant's security deposit under section 38(4)(b) of the Act	-\$654.11
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$1,989.89

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.

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: October 17, 2025

Residential Tenancy Branch