



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Introduction

This hearing dealt with two Applications for Dispute Resolution by the Landlord under the *Residential Tenancy Act* (the Act) for:

- Landlord request for an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated August 25, 2025 (10 Day Notice);
- Landlord request for unpaid rent;
- Landlord request for two filing fees (duplicate applications)

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.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

The Tenant confirmed service. The Tenant also confirmed they did not submit any evidence in response to either application.

Preliminary Matter

The Tenant did not mention any disability or requirement for an advocate until 13 minutes into the hearing, when asked about proof that they paid rent. Given that the Tenant could understand me for the first 13 minutes, I do not find the Tenant to be believable or truthful. I find the Tenant not credible based on the above.

After a warning and continued interruptions by the Tenant, the Tenant was muted for a portion of the hearing so that the hearing could continue. The hearing lasted a total of 23 minutes.

Issues to be Decided

- Should the Landlord be granted an Order of Possession?
- Should the Landlord be granted a Monetary Order?
- Should the Landlord be granted a filing fee?

Facts and Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, which is more likely than not, I find the following. Firstly, there is no dispute that the 10 Day Notice was served on the Tenant on August 25, 2025. The Tenant did not file an application to dispute the 10 Day Notice. As a result, I consider the 10 Day Notice to be undisputed.

I find the 10 Day Notice complies with section 52 of the Act, as it is signed and dated and indicates that \$800.00 was owed as of August 23, 2025, which the Landlord described as the pro-rated amount for August as the tenancy started August 19, 2025. The Tenant continues to occupy the rental unit.

The Tenant claims that the Landlord agreed to waive “a few days of August rent if I cleaned up the place”, which the Landlord vehemently denied. The Landlord stated that not only did the Tenant fail to pay \$800.00 for August 2025 rent but has not paid anything since getting the keys to the rental unit, which includes no security deposit and no rent paid for September and October of 2025.

The Tenant claims that they paid the Landlord \$3,000.00 cash but could not tell me when that payment was made, only that the Landlord did not give them a receipt. The Tenant was asked why they would give \$3,000.00 in cash to someone without a receipt, to which the Tenant said, “I was desperate.” The Landlord reiterated that the Tenant was not being truthful and has paid nothing since moving in and has even threatened the Landlord with knowing people that could remove the Landlord.

The Tenant bears the burden of proof to prove that rent was paid, as the Landlord cannot prove a negative. I find the Tenant was not credible and that it is more likely than not that the Tenant has paid nothing since receiving the rental unit keys, as I prefer the testimony of the Landlord over the Tenant as the Landlord was consistent throughout the hearing and believable.

Based on the above, I find the Tenant breached section 26 of the Act by failing to pay August, September and October 2025 rent as claimed. Therefore, I find the 10 Day

Notice is valid and I find the tenancy must end in accordance with section 46(5) of the Act. I grant the Landlord an Order of Possession **effective October 24, 2025, at 1:00 PM** as the Tenant has now gone 3 months without paying rent. I find the tenancy ended on September 5, 2025, which is the effective vacancy date listed on the 10 Day Notice. I find that the Tenant has been overholding the rental unit since that date.

Pursuant to section 67 of the Act, I grant the Landlord a Monetary Order in the amount of **\$4,800.00**, comprised of \$800.00 for August 2025 prorated rent, and \$2,000.00 for the months of September and October of 2025.

As the Landlord's claim had merit, I grant the Landlord the **\$100.00** filing fee under section 72 of the Act. I do not grant both filing fees as I find the second application by the Landlord was not necessary and is dismissed in full as a result.

Given the above, I find the Landlord has established a total monetary claim of **\$4,900.00**.

Conclusion

The Landlord is granted an Order of Possession effective **October 24, 2025, at 1:00 PM**. Should the Tenant failed to vacate the rental unit as ordered, the Landlord may enforce the Order of Possession in the Supreme Court.

The Landlord is granted a Monetary Order of **\$4,900.00** as indicated above, and the Tenants must be served with **this Order before it is enforced**. Should the Tenants 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 Tenants are cautioned that they can be held liable for all costs related to enforcement, including bailiff fees. 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 confirmed by the Tenant during the hearing. Both emails for the parties have been 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: October 17, 2025