

DECISION

Introduction

This hearing dealt with the parties' applications for dispute resolution under the *Residential Tenancy Act* (the "Act").

The Tenant applied to:

- dispute a 10 day notice to end tenancy for unpaid rent or utilities dated September 2, 2025 (the "10 Day Notice") under section 46 of the Act; and
- dispute a one month notice to end tenancy for cause dated August 25, 2025 (the "One Month Notice") under section 47 of the Act.

The Landlord applied for:

- an order of possession of the rental unit based on the 10 Day Notice and the One Month Notice under section 55 of the Act;
- compensation of \$3,337.00 for unpaid rent under section 67 of the Act;
- authorization to retain the security deposit of \$1,650.00 under section 38 of the Act; and
- authorization to recover the Landlord's filing fee from the Tenant under section 72 of the Act.

The Tenant and the corporate Landlord's representative KN attended this hearing. Both attendees gave affirmed testimony.

Preliminary Matters

Service of Notice of Dispute Resolution Proceeding and Evidence

KN confirmed receipt of the Tenant's notice of dispute resolution proceeding and evidence.

The Landlord provided proof that its notice of dispute resolution proceeding and evidence were sent to the Tenant at the rental unit via registered mail (see first tracking number on the cover page of this decision). Online tracking records show that the package appears to have been signed for by the concierge or building manager. According to the Tenant, he did not receive the package from the concierge. The Tenant argued that the Landlord should have sent the evidence to the PO box provided

by the Tenant, or by email. KN stated that the parties had not agreed to accept service via email.

KN emailed a courtesy copy of the Landlord's notice of dispute and evidence to the Tenant during the hearing. The Tenant reviewed the Landlord's evidence and expressed that it did not matter if he had received the evidence before the hearing. The Tenant also stated that he did not see the relevance of the evidence and that the hearing could proceed. The Tenant gave testimony in response to the Landlord's evidence.

I find the Landlord had the right to send its notice of dispute and evidence to the Tenant by registered mail to the rental unit in accordance with sections 89(1)(c) and 88(c) of the Act. I find the Tenant was deemed to have received the records on the fifth day of mailing, in accordance with section 90(a) of the Act. I find the Tenant has not provided sufficient proof to rebut the deemed receipt. I further find that the Tenant was sufficiently served with the Landlord's materials during the hearing.

Removal of Parties

The Tenant's application initially named individuals LW and GF as co-tenants and co-applicants. I find that as indicated in clause 1 of the tenancy agreement addendum, LW and GF are also permitted occupants of the rental unit. However, I find that only the Tenant had signed the tenancy agreement and addendum with the Landlord as a tenant. Therefore, I find that LW and GF are occupants, not tenants, and as such have no rights or obligations under the tenancy agreement (see Residential Tenancy Policy Guideline 13). Pursuant to section 64(3)(c) of the Act, I have amended the Tenant's application to remove LW and GF as parties.

Issues to be Decided

Should the 10 Day Notice and One Month Notice be cancelled? Is the Landlord entitled to an order of possession?

Is the Landlord entitled to compensation for unpaid rent and strata fines? Is the Landlord entitled to retain the security deposit?

Is the Landlord entitled to recover its filing fee from the Tenant?

Background and Evidence

I have reviewed all the evidence, including the testimony given by the parties, but will refer only to what I find relevant for my decision.

The rental unit is a 2-bedroom condo. This tenancy commenced on July 18, 2018 for a fixed term ending on July 31, 2019, then month-to-month thereafter. The rent is

currently \$3,587.00 due on the first day of each month. The Tenant paid a security deposit of \$1,650.00.

On August 25, 2025, the Landlord issued the One Month Notice to the Tenant with an effective date of September 30, 2025. The stated reason for ending the tenancy was that the Tenant has assigned or sublet the rental unit without the Landlord's written consent. The Landlord provided proof that a copy of this notice was sent by registered mail and delivered on August 27, 2025 (see second tracking number on the cover page). According to the Tenant, the One Month Notice was received attached to the door on September 2, 2025.

On September 2, 2025, the Landlord issued the 10 Day Notice to the Tenant with an effective date of September 16, 2025. According to this notice, the Tenant failed to pay rent of \$3,587.00 due on September 1, 2025. The Landlord provided proof that a copy of this notice was attached to the Tenant's door on September 2, 2025.

The Tenant applied to dispute both notices on September 7, 2025.

The Landlord made its application on September 15, 2025. In addition to unpaid rent, the Landlord also seeks compensation of \$1,400.00 for strata fines incurred during the tenancy.

The Landlord's Position

In February 2025, the Landlord received an email from the building concierge about a new tenant moving into the rental unit. The Landlord served the Tenant with a notice of inspection. On the appointed day, nobody was home and KN found the lock to the rental unit was changed.

The Landlord served the Tenant with another inspection notice. KN was able to enter the rental unit on August 9, 2025, at which time KN met two individuals who are believed to be subtenants. KN was told that there were a total of 5 people living in the unit. The Landlord submitted text messages with two of the individuals into evidence. One person indicated that they were paying \$1,000.00 per month, and the second person said they were paying \$1,400.00 per month. The second person was occupying the master bedroom with a partner. Based on this information, the Landlord served the One Month Notice in August. The second person confirmed to KN that they are still living there a week before this hearing. KN believes that none of the Tenant, LW, or GF are living in the rental unit.

After the One Month Notice was served, the Tenant stopped paying the rent. The Tenant has not paid any rent for September or October 2025. The e-transfer screenshot submitted by the Tenant showing a transfer of \$3,588.00 sent on September 1, 2025 is fake. The Tenant had sent this amount for March rent. The screenshot shows a date of March 1, 2025 at the top. The Tenant did not send any e-transfers to the Landlord that

were not accepted. The Landlord's property management office is also open for the Tenant to pay by cash or cheque. No payment has been received.

The Landlord was charged 7 strata fines of \$200.00 each for a total of \$1,400.00 due to various bylaw violations. These violations relate to improper garbage disposal, noise disturbances, pet-related issues, as well as vaping in the elevator. The Landlord submitted letters received between April 2023 and February 2025 into evidence. According to KN, the letters were forwarded to the Tenant, and the Tenant was asked to reply.

The Tenant's Position

The Tenant did not receive any notice of entry from the Landlord. The Tenant does not believe that the text messages in the Landlord's evidence are related to the rental unit. The first individual is LW's boyfriend. He responded about paying rent to the landlord for his own house. There is a screenshot showing that \$1,000.00 was sent to a person with a different name. The Tenant thinks there was a misunderstanding. The text message screenshot from the other individual does not show any phone number for the Tenant to call them or verify who they are.

The Tenant and GF work locally and abroad. It is common for them to come back with suitcases, for the concierge to see them with suitcases and think that there is a new tenant. LW occupies the master bedroom. She is a student and lives there full-time. The Tenant and GF alternate for the spare bedroom. The unit has not been sublet. \$1,000.00 and \$1,400.00 is less than the rent paid by the Tenant.

The Tenant does not like to pay rent via e-transfer, as the Tenant has no control and it is up to the Landlord to accept the payment. The rent was not received by the Landlord's choice.

The Tenant received an email from the Landlord on August 11, 2025 that there is \$1,400.00 in strata fines. The Tenant never received notice of those fines before then. The Landlord's agent should have forwarded them to the Tenant so he could dispute them in time. Some of the infractions were for minor issues.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Should the 10 Day Notice and One Month Notice be cancelled? Is the Landlord entitled to an order of possession?

In this case, I find both the 10 Day Notice and the One Month Notice to comply with the requirements of section 52 of the Act in form and content.

I find the Tenant disputed both notices within the relevant time limits under sections 46(4)(b) and 47(4) of the Act. I note that accepting the Tenant was served with a copy of the One Month Notice on August 27, 2025, the 10-day deadline to dispute the notice under section 47(4) of the Act would have been extended to Monday, September 8, 2025, based on the definition of “days” in the Rules of Procedure.

For the reasons given below, I find the Tenant’s claim to dispute the 10 Day Notice should be dismissed, and an order of possession of the rental unit be granted to the Landlord. Therefore, I do not find it is necessary to also decide whether the One Month Notice should be cancelled or upheld. I dismiss the Tenant’s claim to dispute the One Month Notice without leave to re-apply.

The 10 Day Notice

Section 26(1) of the Act states that a tenant must pay rent when it is due, whether or not the landlord complies with the Act, the regulations, or the tenancy agreement, unless the tenant has a right under the Act to deduct all or a portion of the rent.

If a tenant does not pay rent when due, section 46 of the Act permits a landlord to take steps to end a tenancy by issuing a notice to end tenancy for unpaid rent.

When a tenant applies to dispute a notice to end a tenancy issued by a landlord, Rule 6.6 of the Rules of Procedure places the onus on the landlord to prove, on a balance of probabilities, the grounds on which the notice to end tenancy were based.

Based on the evidence presented, I find the Landlord has established that the Tenant failed to pay rent as stated in the 10 Day Notice.

I find the screenshot submitted by the Tenant as proof of an e-transfer sent on September 1, 2025 is clearly a false document that has been altered by the Tenant. I do not find the Tenant’s claim that the Landlord had refused to accept rent to be credible. I accept KN’s testimony that no rent was received for September or October 2025.

The legal reasons under the Act for a tenant to deduct from rent include:

- The tenant paid too much for a security or pet damage deposit (section 19(2))
- The tenant paid for emergency repairs (section 33(7))
- The tenant paid an illegal rent increase (section 43(5))
- The tenant applied compensation to the last month’s rent where the landlord has issued a notice to end tenancy for landlord’s use (section 51(1.1))
- The tenant was awarded monetary compensation or a rent reduction by the Residential Tenancy Branch (section 72(2)(a))

I do not find the Tenant to have withheld payment of rent to the Landlord for any of these permitted reasons. I find the Landlord does not agree to an extension of time

under section 66(2) of the Act for the Tenant to pay the overdue rent. Accordingly, I conclude that the Tenant's claim to dispute the 10 Day Notice should be dismissed.

Order of Possession

Section 55(1) of the Act states that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if:

- the landlord's notice to end tenancy complies with section 52 of the Act in form and content; and
- during the dispute resolution proceeding, the director dismisses the tenant's application or upholds the landlord's notice.

Having found the 10 Day Notice to comply with requirements of section 52 of the Act and having dismissed the Tenant's claim to cancel the 10 Day Notice, I find the Landlord is entitled to an order of possession under section 55(1) of the Act.

The effective date of the 10 Day Notice has already passed. In these circumstances, effective dates for orders of possession are generally set for 7 days after the order is received (see Residential Tenancy Policy Guideline 54). Therefore, I make the order as set out in the conclusion section below.

Is the Landlord entitled to compensation for unpaid rent and strata fines? Is the Landlord entitled to retain the security deposit?

Unpaid Rent

Pursuant to section 55(1.1) of the Act, the director must grant an order requiring the payment of unpaid rent when the notice to end tenancy complies with section 52 of the Act and the tenant's application to dispute the notice is dismissed.

Residential Tenancy Policy Guideline 3 states that if the director is satisfied upon reviewing submitted materials and hearing evidence as to an amount of unpaid rent owing, including rent owing since the time the notice to end tenancy was issued, the director must grant an order to the landlord for the amount of unpaid rent found to be owing.

I am satisfied that as of the date of this hearing, or October 7, 2025, the Tenant owes the Landlord unpaid rent of $\$3,587.00 \times 2 = \$7,174.00$ for the months of September and October 2025. I find the Landlord is entitled to compensation for this amount under section 55(1.1) of the Act. I note I do not prorate the rent for October 2025, since I find the rent for this month was due in full to the Landlord on October 1, 2025.

Strata Fines

Section 67 of the Act states that if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

In this case, I find clause 2 of the parties' tenancy agreement addendum requires the Tenant to observe all bylaws, rules and regulations of the building and the strata corporation. I find this clause also requires the Tenant to pay for any fine within 7 days of receipt.

Based on the evidence presented, I am not satisfied that the Tenant was wholly unaware of the strata complaints and fines due to a lack of notification from the Landlord. I find the concierge had attempted to contact the residents with concerns regarding the rental unit, including by knocking on the door, but no response was received. I find it is likely that attempts had been made on other occasions to notify the Tenant or other occupants about complaints. I find the Tenant also indicated that the Landlord had given him a Form K notice of tenant's responsibilities to sign, which was on file with the strata corporation. I find the concierge noted that the tenant information on file appeared to be outdated. I find the Tenant is also responsible to ensure that his contact information with the strata remains current.

I accept the Landlord was charged \$1,400.00 in fines due to bylaw violations by the Tenant, the other occupants, and/or their guests. I find the Tenant is responsible under the tenancy agreement for the conduct of the other occupants and guests. Therefore, I find the Landlord is entitled to reimbursement of \$1,400.00 for the strata fines from the Tenant.

Security Deposit

Section 72(2)(b) of the Act states that if the director orders a party to a dispute resolution proceeding to pay any amount to the other, the amount may be deducted, in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

I have found above that the Landlord is entitled to compensation from the Tenant. Pursuant to section 72(2)(b) of the Act, I authorize the Landlord to deduct \$1,650.00 from the security deposit in partial satisfaction of the total amount awarded.

Is the Landlord entitled to recover its filing fee from the Tenant?

The Landlord has been successful in this dispute. I find the Landlord is entitled to recover its filing fee from the Tenant under section 72(1) of the Act.

Conclusion

The Tenant's application is dismissed in its entirety without leave to re-apply.

Pursuant to section 55(1) of the Act, I grant an Order of Possession to the Landlord effective **seven (7) days** after service upon the Tenant. The Tenant must be served with this Order as soon as possible. Should the Tenant or any occupant of the rental unit fail to comply with this Order, this Order may be filed and enforced in the Supreme Court of British Columbia.

The Landlord is entitled to compensation of \$8,674.00 for unpaid rent, strata fines, and reimbursement of its filing fee. The Landlord is authorized to retain the \$1,650.00 security deposit. Pursuant to sections 55(1.1), 67 and 72(1) of the Act, I grant the Landlord a Monetary Order of **\$7,024.00** for the balance, calculated as follows:

Item	Amount
Unpaid September and October 2025 Rent ($\$3,587.00 \times 2$)	\$7,174.00
Strata Fines ($\$200.00 \times 7$)	\$1,400.00
Filing Fee	\$100.00
Subtotal	\$8,674.00
Less Security Deposit	- \$1,650.00
Total Monetary Order for Landlord	\$7,024.00

This Order may be served on the Tenant, filed in the Small Claims Division of the Provincial Court of British Columbia, and enforced as an order of that Court.

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 9, 2025

Residential Tenancy Branch