

DECISION

Introduction

This hearing dealt with cross application:

The Landlord's September 12, 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 Tenant's September 6, 2025, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) and an extension of the time limit to dispute the One Month Notice under sections 47 and 66 of the Act
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

The October 17, 2025, hearing was attended by the Tenant and their Mother as their Agent. The Landlord attended with the support of their Partner.

All parties had the opportunity to provide sworn testimony and ask questions.

Preliminary Matters – Tenant Representation

The Tenant's Mother asked for an adjournment because the Tenant was in a serious car accident on September 23 and is recovering from a head injury. The Mother stated that there is a Doctors appointment on October 24th and they will know more at that time what the Tenant is capable of. The Tenant was present in the room during the phone call and stated that they agree to being represent by their Mother who is their current caregiver. The Tennat also stated that they are not supposed to be participating in legal proceedings at this time.

I declined to permit the request for adjournment under RTB Rule of Procedure 7.9 because the Landlord stated that it would be financially unfair to them because the Tenant has not paid rent for September or October 2025.

It was not disputed by the Tenant that rent was unpaid.

Service of Notice and Evidence

The Landlord stated that they emailed the Tenant with Notice and Evidence of their Dispute on September 19, 2025. They provided proof of the outgoing email and referred to the text of the signed tenancy agreement where the Tenant proved their email address.

The Tenant's Mother acknowledged receipt of Notice and Evidence from the Landlord.

The Landlord acknowledged receipt of the Tenant's Notice of Dispute Resolution on September 19 by email as well.

Preliminary Matters – Issue for Dispute Resolution

The Landlord issued a 10-Day Notice dated September 2, 2025, after previously issuing a One-Month Notice dated August 25, 2025, that was the subject of the Tenant's Dispute. The Tenant also applied for an Order to suspend or set conditions on the landlord's right to enter the rental unit or site. The Tenant wrote that this request relates to their needing to be out of town regularly for work.

I severed both of these requests from the crossed application under RTB Rule of Procedure 2.3 because I found that they were not related to the Landlord's Request for an Order of Possession for Non-Payment of Rent.

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 either party entitled to recover the filing fee for this application?

Preliminary Matters – Landlord Claim for Rent

The Landlord sought to increase their monetary claim from \$2,334.50 to \$4,669.00 to reflect the Tenant's failure to pay \$2,334.50 in monthly rent for October 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.

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.

Evidence was provided showing that this tenancy began on April 1, 2024, with the collection of a \$1,150.00 security deposit. Rent was initially set at \$2,300.00 a month, due on the first, and then increased through mutual agreement from April 1, 2025, to \$2,334.00 which was lower than the maximum legal increase for 2025.

The Landlords issued a 10-Day Notice dated September 2, 2025, to the Tenant on an RTB-30, showing that \$2,334.00.00 was owed on September 1, 2025. This Notice provided a stated move-out date of September 15, 2025.

The Landlord 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. The Landlord also referred to proof of banking to confirm that no rent has been paid by the Tenant.

The Tenant's Mother stated that the Tenant had been out of town and only learned about the 10-Day Notice after they returned and found it on the door. They stated that the Tenant was in a serious car accident on September 23, 2025, that put them in the hospital.

However, the Tenant's Mother asked about a text agreement between the Landlord and Tenant that could have seen the Tenant not pay rent for September so long as they vacated by September 30.

The Landlord referred to proof of text messages provided as evidence to confirm that they texted with the Tenant regarding the 10-Day Notices and had offered the Tenant the option on September 16, 2025, that they could vacate without owing rent for September so long as they vacated by September 30.

The Landlord stated that this agreement was never verified or validated by the Tenant and nor did the Tenant vacate the rental unit and so the Landlord wants to recover full rent owed for September and October.

The Tenant's Mother stated that they have started to pack the Tenant's possessions that remain in the rental unit. The Tenant is living elsewhere so they can receive medical care.

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 September 2, 2025, was deemed served on the Tenant on September 5 2025, consistent with section 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 September or October 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 September 2, 2025, Notice satisfies section 52 of the Act.
- Service to the door is an accepted means of service under 88(g) of the Act
 - Proof of text messages between the parties and testimony from the Tenant's Mother confirm that the Tenant was aware of the 10-Day Notice having been served.
- The Tenant owed \$2,334.00 when the Notice was issued and failed to pay any portion of the arrears by the 5-day deadline of September 8, 2025.

I make this order effective October 30, 2025.

I use my discretion under RTB Policy Guideline 54 to provide slightly more time than the minimum required 7-days because I recognize that the Tenant is recovering from a serious car accident and that their Mother is preoccupied with caring for the Tenant.

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 \$2,334.50 owed September 1, 2025, as shown on the 10-Day Notice because the parties agreed that rent was not paid for that month.

I award an additional \$2,334.50 to the Landlord for October 2025 because the Tenant continues to maintain possession of the rental unit despite not paying rent.

I decline to consider the merits of the Landlord previous offer in September for the Tenant to not have to pay rent for September because this offer was predicated on the Tenant vacating the rental unit on September 30, 2025, which they did not.

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 \$4,669.00.

$$\$2,334.50 \times 2 = \$4,669.00$$

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 sections 38 and 72 of the Act, I allow the Landlord to retain the Tenant's security deposits of \$1,150.00 in partial satisfaction of the monetary award.

Is either party 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.

The Tenant was not successful in their claim and so I dismiss their request to recover the costs of the filing fee from the Landlord.

Conclusion

I grant an Order of Possession to the Landlord **effective October 30, 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 **\$3,619.00** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 67 of the Act	\$4,669.00

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	-\$1,150.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$3,619.00

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: October 17, 2025

Residential Tenancy Branch