



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Introduction

This hearing dealt with an Application for Dispute Resolution by both parties under the *Residential Tenancy Act* (the Act) for:

- Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated August 30, 2025 (10 Day Notice)
- Unpaid rent based on a 10 Day Notice
- Filing fee for Landlord (Tenant filing fee was already waived)
- More time to cancel the 10 Day Notice

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

After some discussion, both parties confirmed service of both Proceeding Packages and evidence.

Issues to be Decided

- Should the Landlord be granted an Order of Possession?
- Should the Landlord be granted a Monetary Order for unpaid rent?
- Is the Landlord entitled to their filing fee under the Act?

Facts and Analysis

Based on the undisputed documentary evidence from the Landlord and the undisputed testimony provided during the hearing by the Agent, and on the balance of probabilities, I find the following.

A fixed-term tenancy began on May 1, 2025 and is scheduled to convert to a month-to-month tenancy as of May 1, 2026. Monthly rent is \$2,000.00 and due on the first day of each month and the parties signed the tenancy agreement in April 2025.

The Tenant admitted that they have not paid \$2,000.00 in rent for the months of August, September and August of 2025. The Tenant writes in their application that they received the 10 Day Notice on their door on August 30, 2025. The Tenant writes and stated that they did not dispute the 10 Day Notice as they thought they had 10 days to dispute the notice. I find that failing to read the 10 Day Notice does not qualify as an exceptional circumstance under section 66(1) of the Act. As the Tenant confirms they received the 10 Day Notice on August 30, 2025, I find that the latest date for the Tenant to dispute the 10 Day Notice was September 4, 2025. As the Tenant did not file their application to dispute the 10 Day Notice until September 9, 2025, I dismiss the Tenant's application in full due to insufficient evidence without leave to reapply.

I find the 10 Day Notice complies with section 52 of the Act, as it is signed and dated and indicates that \$2,000.00 was owed as of August 1, 2025. I also accept that the Tenant admitted that they have not paid rent for August, September and October of 2025. Although the Tenant indicated they have a pending WCB claim, I find that is not relevant to my decision as the Landlord does not have to wait for a settlement to get paid rent by a Tenant under the Act.

Based on the above, I find the Tenant breached section 26 of the Act by failing to pay August, September and October 2025 rent before the end of the first day of each of those months. 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 seven (7) days after service** on the Tenant as the Tenant has now gone three months without paying rent. I find the tenancy ended September 10, 2025, which is the effective vacancy date listed on the 10 Day Notice. I find 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 **\$6,100.00**, comprised of \$2,000.00 for each of the months including August, September and October of 2025, plus the \$100.00 filing fee for the Landlord under section 72 of the Act.

Conclusion

The Tenants application is dismissed without leave to reapply. The Landlord's application is fully successful.

The Landlord is granted an Order of Possession **effective seven (7) days after service** on the Tenant. Should the Tenant failed to vacate the rental unit as ordered, the Landlord may enforce the Order of Possession in the Supreme Court. The Tenant is cautioned that they can be held liable for all costs related to enforcement.

The Landlord is granted a Monetary Order of **\$6,100.00** as indicated above, and the Tenant must be served with **this Order before it is enforced**. 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.

The Tenant is cautioned that they can be held liable for all costs related to enforcement, including bailiff fees. The decision will be emailed to both parties, which were confirmed during the hearing.

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 provided by the Tenant in their application, which is 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 9, 2025

Residential Tenancy Branch