

DECISION

Introduction

This hearing dealt with the Tenants' Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act

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

- an Order of Possession based on the 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 Tenants under section 72 of the Act

Tenants D.M and L.E. attended the hearing.

Agent for the Corporate Landlord A.B. attended the hearing.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The Tenant, D.M. testified that the Proceeding Package was served on the Landlord in person on September 15, 2025. The Landlord acknowledged receipt of the Proceeding Package on September 15, 2025. As a result, I find that the Landlord received the Proceeding Package after being served in accordance with section 89 of the Act.

A.B. testified that the Proceeding Package was served on the Tenants by registered mail on September 29, 2025. A.B. provided a copy of the Canada Post Customer Receipt containing the tracking number to confirm this service on September 29, 2025. The Tenant D.M. acknowledged receipt of the Proceeding Package on approximately September 23, 2025. Although D.M. testified that he received the Proceeding Package before the Landlord's evidence indicates it was sent, I find that the Tenants were likely mistaken as to the date of receipt, and that A.B.'s evidence provides a more reliable account of service. As a result, I find that the Tenants received the Proceeding Package after being served in accordance with section 89(1) of the Act.

Service of Evidence

The Tenant, D.M. testified their evidence was included in the Proceeding Package, which was delivered in person to the Landlord on September 15, 2025, and acknowledged received by the Landlord on that date. Based on the submissions before me, I find that the Tenants evidence was served on the Landlord in accordance with section 88 of the Act.

A.B. testified their evidence was included in the Proceeding Package, which was sent via registered mail to the Tenants on September 29, 2025, and acknowledged received by the Tenants. Based on the submissions before me, I find that the Landlord's evidence was served on the Tenants in accordance with section 88 of the Act.

Issues to be Decided

Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to a Monetary Order for unpaid rent?

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

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.

The parties agreed that the tenancy began on November 1, 2015. The parties disagreed on the amount of rent payable during the tenancy. D.M. testified that the monthly rent was \$1,352.39, while A.B. testified that it was \$1,313.00. The parties agreed that a security deposit of \$600.00 was paid at the start of the tenancy. A copy of the Tenancy Agreement was submitted into evidence.

A.B. testified that AQP Management assumed responsibility for managing the rental property effective July 1, 2025. The Tenants were informed of this change through a written notice posted on their unit door and in the common area beside the mailboxes on July 2, 2025.

A.B. stated that the Tenants failed to pay rent as required, resulting in arrears totaling \$4,190.70 as of September 11, 2025. On that date, AQP Management served the Tenants with a 10 Day Notice, which was attached to the Tenants' door. The Notice was dated September 11, 2025, with an effective date of September 21, 2025. Both parties agreed that the Tenants received the Notice on September 11, 2025.

A.B. testified that the Tenants were also issued a Caution Notice for Late Payment of Rent dated September 11, 2025. He explained that on September 19, 2025, Tenant D.M. attended the management office to serve a Notice of Dispute Resolution and to make a partial cash payment of \$2,055.00, comprised of \$1,355.00 and \$700.00. Office staff issued a receipt for the funds indicating they were accepted for "Use and Occupation Only." Upon seeing this, D.M. demanded that the funds be returned, which they were. A witness statement from the office staff regarding this incident was submitted into evidence.

A.B. stated that even if this payment had been accepted, it would not have satisfied the full balance owing under the 10 Day Notice. The Tenants did not pay the outstanding amount by the deadline of September 20, 2025, and no further payments were received after that date. A.B. is seeking an Order of Possession for unpaid rent and a Monetary Order for \$4,190.70 as shown on the 10 Day Notice.

A.B. provided a rent ledger detailing transactions from July through October 2025, as well as a prior ledger obtained from the former property management company, Burr Properties, covering the period from September 2020 to July 2025. According to A.B., these records demonstrate that rent arrears existed prior to AQP Management assuming management of the property, and that the Tenants continued to make only partial payments thereafter.

A.B. testified that he attempted to reconcile the account with the Tenants and provided them with a copy of the ledger showing the amount outstanding. He stated that AQP Management has been reasonable and allowed the Tenants ample opportunity to bring the account up to date. Despite these efforts, a significant balance remains owing.

When asked what date he considered reasonable for the Tenants to vacate the unit, A.B. testified that the end of November 2025 would be appropriate.

D.M. testified that he does not believe there is any outstanding rent owing. He stated that the rent for July and August 2025 was already addressed in a previous RTB decision under application number 910000863 and therefore should not form part of this dispute.

D.M. testified that he had offered the Property Manager a payment schedule to pay down any debt that may have existed, but the Property Management company declined the proposal. He stated that he does not understand how the arrears alleged by the Landlord were calculated and maintains that no rent is currently owed.

D.M. testified that beginning in July 2025, partial rent payments were made directly by government deposit into the Landlord's account each month. According to D.M., a payment of \$666.00 was deposited on July 1, 2025; \$656.50 on August 1, 2025; and \$656.50 on September 1, 2025, although he believes the September payment should have been \$666.00. D.M. stated that his roommate, L.E., also made additional payments in cash and by cheque to the Property Management office. L.E. testified that

she paid \$700.00 in cash in September 2025 and another \$700.00 by cheque in October 2025. However, no receipts or other evidence of these payments were submitted.

D.M. testified that on several occasions, the previous property management company failed to provide receipts for rent payments made in cash. He estimated that this occurred more than ten times during the tenancy. He further stated that the rent ledger submitted by the current Property Management company is inaccurate. D.M. testified that his roommate received an inheritance and made a \$4,000.00 payment toward the rent arrears.

D.M. acknowledged that \$1,313.00 remains owing, which he stated relates to July and August 2025. He expressed willingness to enter into a payment plan to resolve the balance.

D.M. testified that the Tenants have maintained the rental unit and have not sought reimbursement for maintenance work they have performed around the property. He stated that the Tenants have been good occupants and feel they are being treated unfairly. D.M. testified that they are unable to vacate the unit within 10 days, as they would have nowhere to go and have accumulated 10 years' worth of belongings. He requested at least one month to make arrangements to move.

Analysis

Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

Section 46 of the Residential Tenancy Act (the Act) allows a landlord to end a tenancy by issuing a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities if the tenant fails to pay rent when due. Upon receiving such a notice, the tenant has five days to either pay the outstanding amount or file an application to dispute the notice.

In this case, I find that the Landlord served the 10 Day Notice to the Tenant on September 11, 2025, and that the Tenants filed their application for dispute resolution on September 15, 2025, within the timeline required under section 46(4) of the Act. Therefore, the Tenants preserved their right to dispute the notice.

A.B. submitted a rent ledger showing an outstanding balance of \$4,190.70 as of September 11, 2025. The ledger records rent charges of \$1,313.00 per month and partial payments made by or on behalf of the Tenants through a combination of government deposits and direct payments. The Landlord testified that while some partial payments were received, the full rent was not paid for several months, resulting in ongoing arrears.

The Tenants disputed the accuracy of the Landlord's ledger and testified that certain rent amounts had already been decided under a previous RTB order. However, no copy

of that previous decision was submitted into evidence, and I have no independent record of it. In the absence of corroborating evidence, I am unable to conclude that the July and August 2025 rent has already been adjudicated or excluded from this proceeding.

The Tenants also alleged that additional cash and cheque payments were made by the roommate, L.E., in September and October 2025. However, no receipts, bank records, or other documentary evidence were provided to support these payments. While I do not doubt that the Tenants may have made efforts to pay rent, I give greater weight to the Landlord's detailed rent ledger and corroborating testimony, which are supported by contemporaneous business records.

The Tenant acknowledged during the hearing that at least one month's rent of \$1,313.00 remains owing. Even if I were to accept the Tenant's position that all other rent had been paid, this admission alone confirms that rent was unpaid as of the date the 10 Day Notice was issued.

As A.B. has established that rent arrears in the amount of \$4,147.20 remained unpaid as of September 2025, I find that the Landlord has satisfied the requirements of section 46 of the Act. Accordingly, the 10 Day Notice to End Tenancy is valid, and the Landlord is entitled to an Order of Possession.

For the above reasons, the Tenants' application for cancellation of the Landlord's 10 Day Notice under sections 46 and 55 of the Act is dismissed, without leave to reapply.

Is the Landlord entitled to a Monetary Order for unpaid rent?

Section 55(1.1) of the *Residential Tenancy Act* (the Act) states that if a tenant makes an application to set aside a landlord's notice to end a tenancy under section 46 of the Act for non-payment of rent and the application is dismissed, the arbitrator must grant the landlord an order requiring the repayment of the unpaid rent, provided that the notice complies with section 52 of the Act. I have found that the 10 Day Notice complies with section 52 of the Act.

The Landlord's rent ledger shows outstanding rent arrears totaling \$4,190.70 as of September 11, 2025. The Tenant disputed the accuracy of the ledger but did not provide reliable documentary evidence, such as bank records, receipts, or proof of payment, to contradict the Landlord's records. The Tenant's testimony that rent for July and August 2025 was already addressed in a previous RTB decision could not be substantiated, as no copy of that decision was submitted into evidence.

While the Tenant testified that additional cash and cheque payments were made by his roommate, no receipts or supporting evidence were provided. I give greater weight to the Landlord's ledger and testimony, which are supported by contemporaneous business records.

Accordingly, I find that the rent arrears identified by the Landlord are owing. A.B. confirmed that a \$600.00 security deposit is being held. In accordance with section 72(2)(b) of the Act, the Landlord may retain the \$600.00 security deposit, plus any applicable interest, in partial satisfaction of the outstanding balance.

Therefore, I find that the Landlord is entitled to a Monetary Order in the amount of **\$3,614.16** for unpaid rent, as calculated below.

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

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

I grant an Order of Possession to the Landlord **effective by 1:00 PM on November 30, 2025, after service of this Order on the Tenants**. Should the Tenants 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 **\$3,614.16** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 55 of the Act	\$4,147.20
authorization to retain all of the Tenants' security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act	(\$600.00)
Amount of interest on the security deposit from November 1, 2015, to the date of this Order	(\$33.04)
authorization to recover the filing fee for this application from the Tenants under section 72 of the Act	\$100.00
Total Amount	\$3,614.16

The Landlord is provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible. 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).

The Tenants' application for cancellation of the Landlord's 10 Day Notice under sections 46 and 55 of the Act is dismissed, without leave to reapply.

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 20, 2025

Residential Tenancy Branch