

DECISION

Introduction

This hearing dealt with the Tenant's 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

And the Landlord's cross-application under sections 46 and 55 of the Act, for:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 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

Service of Notice of Dispute Resolution Proceeding

I find the Tenants did not submit proof of how they served the Notice of hearing to the Landlord.

I find the Landlord provided undisputed affirmed evidence and testimony showing they served the Notice of hearing to the Tenants by email and by Purolator on October 9, 2025. The tenancy agreement signed by the Tenants in April 2025, indicates the Tenants agreed to receive documents by e-mail.

I find the Tenants are each deemed to have received the Proceeding Package on October 12, 2025, the third day after it was sent to each of them by email.

Preliminary Matters

The Tenant did not attend at the appointed time set for the hearing, although I waited until 9:42 AM to enable them to participate in this hearing scheduled for 9:30 AM.

Under Rule 7.3 of the Rules of Procedure, I conducted the hearing in the absence of the Tenants because I find they were provided with the correct call-in number and participant code in their own Notice of Dispute Resolution Proceeding, and they were properly served by the Landlord.

Since filing of the relevant applications, the Tenants have remained living in the rental unit and not paying rent. Under Rule 7.12 of the Rules of Procedure, I amend the Landlord's application to include the additional amount of rent that became due while awaiting the hearing.

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

Background and Evidence

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The parties submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement which was signed by the Landlord and the Tenants in April 2025, indicating a monthly rent of \$1,100.00, due on the first day of each month for a tenancy commencing on April 1, 2025.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated September 25, 2025, for \$1,100.00 in unpaid rent.
- A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the 10 Day Notice was posted to the Tenants' door at 4:00 pm on September 25, 2025.

The Landlord testified that the last rent payment received from the Tenants was for \$1,100.00 for on August 11, 2025, as payment of rent owing for August 2025.

The Landlord testified that the Tenant or their guests are still residing in the rental unit.

Analysis

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. If the tenant does not pay the arrears, or dispute the 10

Day Notice, they are conclusively presumed to have accepted the end of the tenancy under section 46(5) of the Act.

Although the Tenants disputed the 10 Day Notice on September 30, 2025, I find their application indicates they require more time to vacate the rental unit, rather than any valid reason for withholding rent under the Act.

I have reviewed all documentary evidence, and I find that the Tenant was obligated to pay the monthly rent in the amount of \$1,100.00.

In accordance with sections 88 and 90 of the Act, I find that the 10 Day Notice was served on September 25, 2025, and is deemed to have been received by the Tenants on September 28, 2025, three days after it was attached to the Tenants' door.

I accept the evidence before me that the Tenant has failed to pay the rent owed in full within the five days granted under section 46(4) of the Act and did not present a valid reason to dispute the 10 Day Notice.

Therefore, I find that the Landlord is entitled to an Order of Possession under sections 46 and 55 of the Act.

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 September and October 2025, an additional month of rent owing while awaiting the hearing.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act in the amount of \$2,200.00.

Is the Landlord 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.

Conclusion

I grant an Order of Possession to the Landlord **effective two (2) days after service of this Order on the Tenant**. Should the Tenant 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 **\$2,300.00** for rent owed for September and October 2025, and for the recovery of the filing fee for this application. 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 in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The Tenants' application is dismissed in its entirety 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 28, 2025

Residential Tenancy Branch