

DECISION

Introduction

This hearing dealt with Applications for Dispute Resolution from both the Tenant and the Landlord under the *Residential Tenancy Act* (the Act). The Tenant's Application for Dispute Resolution, filed on September 29, 2025 (the Application), is for:

- Cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act

The Landlord's Application for Dispute Resolution, filed on September 30, 2025 (the Cross Application), is for:

- An Order of Possession based on the 10 Day Notice under sections 46 and 55 of the Act
- A Monetary Order for unpaid rent under section 67 of the Act

Agent for the corporate Landlord, T.A. (the Landlord), called into the teleconference at the date and time set for the hearing. Although I waited until 11:13 AM to enable the Tenant to call into the teleconference hearing scheduled for 11:00 AM, no one attended the hearing for the Tenant.

I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Dispute Resolution Proceeding. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into the hearing. The Landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

The Landlord testified that the Tenant sent pictures of some of the Application documents, but not the full Proceeding Package, to an email address that was not provided as the Landlord's pre-agreed email address for service. Therefore, based on the submissions before me, I find that the Application was not duly served to the Landlord in accordance with the Act.

The Landlord testified that the Proceeding Package for the Cross Application, including the Landlord's evidence, was sent to the Tenant's pre-agreed email address for service

on October 3, 2025. The Landlord has submitted an Adress for Service form (#RTB-51) signed by the parties on April 25, and a copy of the outgoing email to the Tenant to confirm this service.

Based on the evidence and submissions before me, I find that the Proceeding Package for the Cross Application and the Landlord's evidence was served to the Tenant in accordance with sections 43(1) and (2) of the *Residential Tenancy Regulation* (the Regulation).

Preliminary Matters

The Landlord testified that, since the 10 Day Notice was served to the Tenant, the Tenant has continued to live in the rental unit and not pay rent. Rule 7.12 of the Residential Tenancy Branch (RTB) Rules of Procedure 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.

The Landlord requested that the Cross Application be amended to include a claim for unpaid rent for October 2025.

I find it could be reasonably anticipated by the Tenant that the Landlord would seek compensation for unpaid rent for the month they have continued to reside in the rental unit since the 10 Day Notice was issued. I therefore allow the Landlord to claim a monetary order for unpaid rent for October 2025, in addition to the arrears stated in the 10 Day Notice.

Issues to be Decided

Is the Tenant entitled to more time to cancel the 10 Day Notice? If so, should the 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?

Background and Evidence

I have reviewed all evidence before me, including the testimony of the Landlord, but will refer only to what I find relevant for my decision.

The tenancy agreement submitted into evidence by the Landlord shows that this one-year, fixed term tenancy began on May 1, 2025, with a monthly rent of \$1,400.00, due on the first day of the month. The Landlord states the Tenant paid a security deposit of \$700.00 on April 25, which is held in trust by the Landlord.

The undisputed testimony of the Landlord is that the Tenant made a partial payment towards the rent that was due on September 1, 2025, but that \$826.00 remained unpaid as of September 12, when the 10 Day Notice was issued.

The 10 Day Notice submitted into evidence by both parties was signed and dated by the Landlord, as agent for the corporate Landlord, on September 12, 2025, and provides an effective date of September 25. The undisputed testimony of the Landlord is that the 10 Day Notice was sent to the Tenant's pre-agreed email address for service on September 12. The Landlord provided a copy of the outgoing email to confirm service.

The Tenant filed the Application for more time to dispute the 10 Day Notice on September 29, 2025. In the Application, the Tenant states he does not check the email address that the 10 Day Notice was sent to daily. The Tenant's Application acknowledges receiving the 10 Day Notice by email on September 26.

The undisputed testimony of the Landlord is that the Tenant has not made any rent payments since the 10 Day Notice was issued. The Landlord states that, to the best of their knowledge, the Tenant continues to reside in the rental unit.

The Landlord seeks an Order of Possession based on the 10 Day Notice.

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.

Is the Tenant entitled to more time to cancel the 10 Day Notice? If so, should the 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

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 RTB. 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.

Based on the Landlord's undisputed testimony and the documentary evidence before me, I find that the Landlord served the 10 Day Notice to the Tenant by sending it to the Tenant's pre-agreed email address for service on September 12, 2025. As noted earlier the Tenant's email address for service is provided in both the tenancy agreement and a signed Address for Service form (#RTB-51). Therefore, I am satisfied that the 10 Day Notice was duly served to the Tenant under section 88(j) of the Act and 43(1) of the Regulation. Under section 44 of the Regulation, the Tenant is deemed to have received the 10 Day Notice on September 15, 2025, being three days after it was emailed.

The Tenant's Application states he did not receive the email attaching the 10 Day Notice until September 26, 2025, because he does not regularly check that email account. Even assuming this to be true, the Tenant's failure to check an email address provided to the Landlord as his email address for service of documents does not negate the deemed delivery date of September 15. Therefore, I find that the Tenant had until September 20 to dispute the 10 Day Notice or to pay the full amount of the arrears.

The undisputed testimony of the Landlord is that the Tenant has not made any rent payments since the 10 Day Notice was issued. The Application was filed on September 29, 2025, which was outside of the required five days. Therefore, due to the Tenant's failure to pay the arrears or dispute the 10 Day Notice by September 20, I find the Tenant is conclusively presumed to have accepted the end of the tenancy under section 46(5) of the Act. This means that the Tenant was required to vacate the rental unit on September 25, the effective date of the 10 Day Notice.

For the above reasons, I dismiss the Tenant's Application for an extension of time to dispute the 10 Day Notice and to cancel the 10 Day Notice, without leave to reapply.

Section 46(2) of the Act requires that all notices issued under section 46 must comply with section 52 of the Act. Section 55(1) of the Act further states that, if a landlord's notice to end tenancy complies with section 52 of the Act, the director must grant the landlord an order of possession if the landlord's notice to end tenancy is upheld during the dispute resolution proceedings.

I have reviewed the 10 Day Notice and find that it complies with the form and content requirements set out in section 52 of the Act. Specifically, the 10 Day Notice is signed and dated by the Landlord, states the address of the rental unit, sets out the grounds for ending the tenancy, and it is in the approved form (#RTB-30). Therefore, I find that the Landlord is entitled to an Order of Possession based on the 10 Day Notice under sections 46 and 55 of the Act.

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

Section 55(1.1) of the Act provides that where a tenant's application to cancel a notice to end tenancy for unpaid rent is dismissed and the notice complies with section 52 of the Act, the landlord must be granted a monetary order for unpaid rent.

Based on the undisputed testimony of the Landlord, I find that the Tenant is now in arrears of \$826.00 for September 2025 and \$1,400.00 for October 2025. Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent in the amount of \$2,226.00 (\$826.00 + \$1,400.00).

Under section 72(2)(b) of the Act, I order the Landlord to apply the Tenants' security deposit of \$700.00, plus interest, towards partial satisfaction of the Monetary Order.

Conclusion

I dismiss the Tenant's Application to cancel the 10 Day Notice and for more time to dispute the notice under sections 46 and 66 of the Act, without leave to reapply.

I grant an Order of Possession to the Landlord, **effective seven (7) 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 **\$1,522.47** under the following terms:

Monetary Issue	Granted Amount
A Monetary Order for unpaid rent under sections 67 and 55 of the Act	\$2,226.00
Authorization to retain the Tenants' security deposit under section 72 of the Act	-\$700.00
Amount of interest owed on security deposit from April 25, 2025 to the date of this Order	-\$3.53
Total Amount	\$1,522.47

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

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: November 4, 2025

Residential Tenancy Branch