

## **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

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 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 55 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

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)**

In accordance with section 71 of the Act, both parties have been sufficiently served the Proceeding Package.

### **Issues to be Decided**

Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession and a Monetary order for the unpaid rent?

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

### **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 that this tenancy began on July 16, 2025, with a monthly rent of \$1,460.00, due on the first day of the month. The Tenant paid a security deposit in the amount of \$730.00.

The Tenant testified that they received the 10 Day Notice dated October 8, 2025, in their mailbox on October 9, 2025.

The 10 Day Notice was entered into evidence by the Landlord for unpaid rent in the amount of \$1,460.00 due on October 1, 2025. Signed and dated October 8, 2025, with an effective date of October 19, 2025.

Both parties testified that the Tenant failed to pay all of October 2025 rent and November 2025 rent, for a total amount owing of \$2,920.00.

## **Analysis**

**Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession and a Monetary Order for the unpaid rent?**

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

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).

I find that the 10 Day Notice was duly served to the Tenant on October 9, 2025, and that the Tenant had until October 14, 2025, to dispute the 10 Day Notice or to pay the full amount of the arrears.

The Tenant disputed the 10 Day Notice on October 12, 2025.

I accept the undisputed testimony of the parties that the Tenant failed to all of October 2025 rent and November 2025 rent, for a total amount owing of \$2,920.00.

For the above reasons, the Tenant's 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 an Order of Possession based on a Notice to End Tenancy?**

Section 55(1) of the Act states that if a Tenant makes an application to set aside a Landlord's notice to end a tenancy and the application is dismissed, the Arbitrator must grant the Landlord an order of possession if the notice complies with section 52 of the Act. I find that the Notice complies with section 52 of the Act.

Therefore, I find that the Landlord is entitled to an Order of Possession.

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

Section 55(1.1) of 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 if the notice complies with section 52 of the Act. I find that the Notice complies with section 52 of the Act.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent in the amount of \$2,920.00.

I order the Landlord to retain the security deposit of \$730.00 in partial satisfaction of the Monetary Order under section 72 of the Act.

### **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 by 1:00 PM on November 21, 2025, 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 **\$2,290.00** under the following:

<b>Monetary Issue</b>	<b>Granted Amount</b>
a Monetary Order for unpaid rent under section 55 of the Act	\$2,920.00
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	-\$730.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00

<b>Total Amount</b>	<b>\$2,290.00</b>
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The Landlord is provided with this Order, 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 Small Claims Court of British Columbia.

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 14, 2025

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Residential Tenancy Branch