

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 also dealt with the Landlord's Application for Dispute Resolution under the Act for:

- an order of possession based on the 10 Day Notice under section 46 of the Act
- a monetary order for unpaid rent and unpaid utilities under section 26 of the Act
- a monetary order to recover the filing fee under section 72 of the Act

An agent attended the hearing for the Landlord. No one attended the hearing on behalf of the Tenant.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

This was an adjourned hearing. I find that both parties were provided with the Proceeding Package directly by the Residential Tenancy Branch for the adjourned hearing date.

Service of Evidence

Based on the first hearing and the evidence provided, I find that the Tenant served the Landlord with their evidence in accordance with section 88 of the Act.

Based on the first hearing and the evidence provided, I find that the Landlord served their evidence to the Landlord in accordance with section 88 of the Act. The Tenant confirmed receipt at the first hearing.

Preliminary Matters

At the outset of the hearing the Landlord sought to increase their monetary claim from \$3,918.64 to \$6,268.20 to reflect the Tenant's failure to pay \$1,174.78 in monthly rent

for November and December 2025, the additional months of unpaid rent waiting for this hearing.

Residential Tenancy Branch Rules of Procedure, Rule 7.12, 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. I allow the amendment as this was clearly rent that the Tenant would have known about and resulted since the Landlord submitted the application.

Issues to be Decided

Should the Landlord's 10 Day Notice be cancelled?

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 and/or utilities?

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.

The Landlord's agent provided affirmed undisputed testimony that this tenancy began on December 1, 2016, with a monthly rent of \$1,174.78, due on the first day of the month, with a security deposit in the amount of \$487.50.

The Landlord's agent provided further testimony that following only a partial payment of rent in July 2025, no rent was paid by the Tenant. Following multiple months of non-payment of rent, the 10 Day Notice was posted on the Tenant's door on October 8, 2025. After posting the 10 Day Notice, no further payments towards outstanding rent have been made to the Landlord.

A copy of the 10 Day Notice dated October 8, 2025 was submitted as evidence. The 10 Day Notice is signed by the Landlord's agent, lists the address of the rental unit, and specifies an effective date of October 22, 2025. The 10 Day Notice states that the Tenant owes \$3,918.64 in unpaid rent.

To support the current amount of arrears, the Landlord submitted the ledger to demonstrate the rent owing. The ledger is current to the end of October 2025 and shows \$3,918.64 in unpaid rent.

The Landlord's agent testified that if I uphold the notice, they would like an Order of Possession as soon as possible.

Analysis

Should the Landlord's 10 Day Notice be cancelled?

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 tenants do 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 served via posting to the Tenant on October 8, 2025, and I deem this to be received October 11, 2025. Therefore, the Tenant had until October 16, 2025 to dispute the 10 Day Notice or to pay the full amount of the arrears. In this case, I find that the Tenant disputed the 10 Day Notice on October 18, 2025.

Based on the evidence before me, I find the Tenant failed to pay any rent within five days of receiving the 10 Day Notice and did not make an application under section 46(4) of the Act within the same timeframe. In accordance with section 46(5) of the Act, due to the failure of the Tenant to take either of these actions within five days, I find the Tenant is conclusively presumed to have accepted the end of this tenancy.

Therefore, the Tenant's application is denied for cancellation of the 10 Day Notice under sections 46 and 55 of the Act.

Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?

As I have denied the Tenant's application to cancel the 10 Day Notice, I allow the Landlord's application for an Order of Possession based on the 10 Day Notice.

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 effective December 15, 2025, at 1:00 p.m.

Is the Landlord entitled to a Monetary Order for unpaid rent and/or utilities?

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 undisputed testimony of the Landlord's agent and the ledger submitted into evidence, I find that the Landlord has established a claim for loss due to unpaid rent arrears totaling \$6,268.20. Under section 72(2)(b) of the Act, I permit the Landlord to

retain \$487.50 from the Tenant's security deposit, plus \$26.92 in interest, as partial satisfaction of the monetary award.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act, as calculated below.

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 December 15, 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 **\$5,862.78** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 67 of the Act	\$6,268.20
authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order under sections 38 and 72 of the Act	-\$487.50
amount of interest owed on the security deposit from December 1, 2016 to the date of this Order	-\$26.92
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$5,862.78

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: December 5, 2025

Residential Tenancy Branch