

DECISION

Introduction

This hearing dealt with cross applications for Dispute Resolution under the *Residential Tenancy Act* (the Act) by the parties:

The Tenant applied for:

- cancellation of the Landlords' 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act
- an order regarding the Tenant's dispute of a rent increase by the Landlords under section 41 of the Act

The Landlords applied 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

Tenant N.G. attended the hearing for the Tenant.

Landlord P.M. attended the hearing for the Landlords.

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

The Tenant's application

Landlord P.M. stated that they were not served with the Tenant's application.

The Tenant stated that they did not serve the Proceeding Packages on the Landlords and that they only served their evidence on them.

I find the Landlords were not served with the Tenant's Proceeding Packages.

The Landlords' application

The Tenant confirmed receipt of the Landlords' Proceeding Package. Based on the Tenant's testimony, I find the Landlord's Proceeding Package was served to the Tenant.

The Tenant also confirmed receipt of the Landlords' evidence.

Preliminary Matter - Dismissal of the Tenant's Application

Policy Guideline #12 states that failure to prove service may result in the matter being dismissed, with or without leave to reapply. Adjournments to prove service are given only in unusual circumstances.

The purpose of serving documents under the Legislation is to notify the parties being served of matters relating to the Legislation, the tenancy agreement, a dispute resolution proceeding or a review. Another purpose of providing the documents is to allow the other party to prepare for the hearing and gather documents they may need to serve and submit as evidence in support of their position.

I find the Landlords were not served with the Tenant's application for dispute resolution.

Accordingly, I dismiss the Tenant's application in its entirety, with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

However, I accept the Tenant's submitted evidence for the purpose of the Landlords' application.

Issues to be Decided

Are the Landlords entitled to an Order of Possession based on the 10 Day Notice?

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 showing that this tenancy began on January 1, 2021, with a current monthly rent of \$1,450.00, due on first day of the month.

On November 2, 2025, the Landlords served and the Tenant received a 10 Day Notice dated November 2, 2025, in which the Landlords alleged that the Tenant failed to pay rent.

The Tenant admitted that they have not paid rent since May 2025 due to loss of work and they are currently residing at the rental unit.

Analysis

Are the Landlords 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).

I find that the Landlords served the 10 Day Notice on November 2, 2025 by attaching a copy to the door of the rental unit in accordance with section 88(g) of the Act. I deem under section 90(c) of the Act that the Tenant received it on November 5, 2025. I find that the Tenant had until November 10, 2025 to dispute the 10 Day Notice or to pay the full amount of the arrears.

The Tenant acknowledged that they have not paid rent since May 2025.

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Landlords have shown sufficient grounds to validate the 10 Day Notice and obtain an end to this tenancy. Specifically, I find that the Tenant has failed to pay rent since May 2025.

Therefore, I find that the Landlords are entitled to an Order of Possession based on the 10 Day Notice under sections 46 and 55 of the Act.

Given rent has not been paid since May 2025 and having considered the Tenant's personal circumstances, I grant the Landlords an order of possession effective within 7 days after service of this Order on the Tenant.

Conclusion

I grant an Order of Possession to the Landlords **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.

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 15, 2025

Residential Tenancy Branch