

## **DECISION**

### **Introduction**

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear linked applications.

The Tenant's November 7, 2025 Application for Dispute Resolution under the Act is for:

- Cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under section 46 of the Act;
- A Monetary Order for loss under the Act, the regulation or tenancy agreement, pursuant to section 67 of the Act;
- An Order requiring the Landlord to carry out repairs, pursuant to section 32;
- An Order requiring the Landlord to provide services or facilities as required by the tenancy agreement or the Act, pursuant to section 62;
- An Order to restrict or suspend the Landlord's right of entry, under section 70;
- An Order for the Landlord to return the Tenant's personal property, pursuant to section 65;
- An Order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act;
- An Order finding that the tenancy has ended due to a frustrated tenancy agreement pursuant to section 56.1 of the Act.

The Landlord's November 24, 2025 Application for Dispute Resolution under the Act is for:

- An Order of Possession under a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice) pursuant to sections 46 and 55;
- A Monetary Order for unpaid rent and utilities, pursuant to section 67;
- An authorization to retain all or a portion of the security deposit, under section 38;
- An authorization to recover the filing fee for this application, under section 72.

No one attended the hearing for the Tenant

The corporate Landlord's authorized agent, MM, attended the hearing for the Landlord.

## **Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and the Evidence**

The Landlord states that they never received the Tenant's Proceeding Package, nor any evidence from the Tenant, and that they only learned about the Tenant's dispute application when making their own application for dispute resolution. Based on the undisputed evidence and testimony of the Landlord, I conclude that the Tenant's Proceeding Package and evidence was not served on the Landlord.

The Landlord states that they served their Proceeding Package and all evidence on the Tenant by attaching it to the door of the rental unit in the presence of a witness on November 25, 2025. The Landlord has provided a completed proof of service document with the witness signing to confirm service, as well as photographic proof of the package attached to the door. I deem that the Landlord served the Tenant with their Proceeding Package and evidence three days after it was attached to the door in accordance with sections 88(g), 89(2)(d), and 90(c) of the Act.

### **Preliminary Matters**

*Should the hearing proceed without the Tenant?*

The Landlord and I were in the teleconference for a total of 21 minutes, until 1:51 PM. I checked the internal case management system the day of the hearing for any record of contact from the Tenant. Rule of Procedure 7.8 requires the Tenant to have a representative attend the hearing and ask for an adjournment if they require one.

The Landlord was ready to proceed. In the absence of any contact from the Tenant to request an adjournment, I proceeded with the hearing as permitted by Rule 7.3.

### **Issues to be Decided**

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

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

Is the Landlord authorized to retain any portion of the security deposit?

Is the Tenant entitled to a Monetary Order for loss under the Act, regulation, or tenancy agreement?

Should the Landlord be ordered to carry out repairs?

Should the Landlord be ordered to provide services or facilities as required by the tenancy agreement or the Act?

Should the Landlord's right of entry be suspended or restricted?

Is the Tenant entitled to an Order for the return of their personal property?

Is the Tenant entitled to an Order requiring the Landlord to comply with the Act, regulation, or tenancy agreement?

Has the tenancy ended due to a frustrated tenancy agreement?

Is the Landlord entitled to recover their filing fee from the Tenant?

## **Background and Evidence**

Based on the undisputed evidence and testimony of the Landlord, this tenancy started on August 1, 2025, and included a fixed term effective until July 31, 2026. The rent is \$1,485.00 due on the first day of each month. The Landlord holds a security deposit in the amount of \$742.50.

The Landlord states that the Tenant failed to pay any rent for November 2025. Therefore, on November 13, 2025, the Landlord's agent MM signed and issued a 10 Day Notice to end tenancy for unpaid rent by attaching it to the Tenant's rental unit door. According to the Tenant's application disputing the 10 Day Notice, it was received on the same day. The Tenant amended their existing dispute application to include the dispute of the 10 Day Notice on November 14, 2025.

The 10 Day Notice indicated a move-out date of November 25, 2025, and listed \$1,485.00 of arrears that were owing as of November 1, 2025. The Landlord states that, as of the date of this hearing, no amount of the arrears have been paid by the Tenant. The Landlord also states that there was no lawful reason or circumstances for the Tenant to withhold the rent, such as emergency repairs.

## **Analysis**

### **Is the Landlord entitled to an Order of Possession based on a 10 Day Notice to end tenancy?**

I conclude that the 10 Day Notice was duly served on the Tenant on November 13, 2025, and that the Tenant had until November 18, 2025, to dispute the 10 Day Notice or pay the arrears. Based on the undisputed evidence and testimony of the Landlord at the hearing, the Tenant has not paid any of the arrears to cancel the notice. The Tenant did not attend the hearing to explain why they had any right to withhold rent – nor was any lawful reason articulated in their dispute application which was made a day after receiving the 10 Day Notice.

Therefore, the Landlord has established their entitlement to an Order of Possession based on the 10 Day Notice to end tenancy for unpaid rent dated November 13, 2025.

The Tenant's application seeking a cancellation of the 10 Day Notice is dismissed without leave to reapply.

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

Based on the undisputed evidence and testimony of the Landlord, I conclude that the Landlord has established their entitlement to a Monetary Order for the unpaid rent from November 2025 in the amount of \$1,485.00.

**Is the Landlord authorized to retain any portion of the security deposit?**

I authorize the Landlord to retain the full security deposit in the amount of \$742.50 in partial satisfaction of the Monetary Order.

**Is the Tenant entitled to a Monetary Order for loss under the Act, regulation, or tenancy agreement?**

The Tenant did not serve their Notice of Hearing on the Landlord, nor did they attend the hearing to present any of their arguments. I have decided to dismiss this claim with leave to reapply as none of the merits were explored.

**Should the Landlord be ordered to carry out repairs?**

As the tenancy is ending, this issue has been rendered moot. It is dismissed without leave to reapply.

**Should the Landlord be ordered to provide services or facilities as required by the tenancy agreement or the Act?**

As the tenancy is ending, this issue has been rendered moot. It is dismissed without leave to reapply.

**Should the Landlord's right of entry be suspended or restricted?**

As the tenancy is ending, this issue has been rendered moot. It is dismissed without leave to reapply.

**Is the Tenant entitled to an Order for the return of their personal property?**

The Tenant did not serve their Notice of Hearing on the Landlord, nor did they attend the hearing to present any of their arguments. I have decided to dismiss this claim with leave to reapply as none of the merits were explored.

**Is the Tenant entitled to an Order requiring the Landlord to comply with the Act, regulation, or tenancy agreement?**

As the tenancy is ending, this issue has been rendered moot. It is dismissed without leave to reapply.

### **Has the tenancy ended due to a frustrated tenancy agreement?**

As the tenancy is ending, this issue has been rendered moot. It is dismissed without leave to reapply. I also note that there is no indication that the tenancy agreement was frustrated prior to the issuance of the 10 Day Notice, or afterwards.

### **Is the Landlord entitled to recover their filing fee from the Tenant?**

As the Landlord was successful in their application, they may recover the cost of their \$100.00 filing fee from the Tenant.

### **Conclusion**

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 any occupant 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 also grant the Landlord a Monetary Order in the amount of **\$842.50** under the following terms:

<b>Monetary Issue</b>	<b>Granted Amount</b>
November 2025 rent	\$1,485.00
Security deposit	-\$742.50
Filing fee	\$100.00
<b>Total Amount</b>	<b>\$842.50</b>

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 if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

The following claims contained in the Tenant's application are dismissed without leave to reapply:

- Cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under section 46 of the Act;
- An Order requiring the Landlord to carry out repairs, pursuant to section 32;

- An Order requiring the Landlord to provide services or facilities as required by the tenancy agreement or the Act, pursuant to section 62;
- An Order to restrict or suspend the Landlord's right of entry, under section 70;
- An Order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act;
- An Order finding that the tenancy has ended due to a frustrated tenancy agreement pursuant to section 56.1 of the Act.

The following claims contained in the Tenant's application are dismissed with leave to reapply:

- A Monetary Order for loss under the Act, the regulation or tenancy agreement, pursuant to section 67 of the Act;
- An Order for the Landlord to return the Tenant's personal property, pursuant to section 65.

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 18, 2025

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Residential Tenancy Branch