

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 November 10, 2025 (the Application), is 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
- An order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- An order requiring the Landlord to comply with the Act, regulation, or tenancy agreement under section 62 of the Act
- Authorization to recover the filing fee for the Application from the Landlord under section 72 of the Act

The Landlord's Application for Dispute Resolution, filed on November 19, 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
- Authorization to recover the filing fee for the Cross Application from the Tenant under section 72 of the Act

Agent for the corporate Landlord, P.B. (the Landlord), called into the teleconference at the date and time set for the hearing. Although I waited until 9:46 AM to enable the Tenant to call into the teleconference hearing scheduled for 9:30 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 did not serve them with any documents related to the Application. The Tenant did not attend the hearing to provide any testimony in support of service of the Proceeding Package or in support of the Application itself. Based on the undisputed testimony of the Landlord, I therefore find that the Landlord was not served with the Proceeding Package for the Application. As will be discussed further, below, the Tenant's Application is dismissed, without leave to reapply.

The Landlord testified that the Proceeding Package for the Cross Application and the Landlord's evidence was sent to the Tenant's pre-agreed email address for service on November 24, 2025.

The Landlord has submitted an Address for Service form (#RTB-51), signed by the parties on July 4, 2025, authorizing service of documents by email. The Landlord has also provided a copy of the outgoing email and attachments sent to the Tenant by email 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 section 43 of the *Residential Tenancy Regulation* (the Regulation). Under section 44 of the Regulation, the Tenant is deemed to have received the Landlord's documents on November 27, 2025, being the third day after emailing.

Preliminary Matters

Withdrawal of Request for Order of Possession

At the outset of the hearing, the Landlord testified that the Tenant had vacated the rental unit by December 3, 2025. Based on the Tenant's non-attendance at the hearing and the Landlord's undisputed testimony that the Tenant had already moved out, I am satisfied that the Tenant is no longer seeking cancellation of the 10 Day Notice. The Landlord confirmed they are no longer seeking an order of possession.

Rule 7.12 of the Residential Tenancy Branch (RTB) Rules of Procedure states that an application can be amended at the hearing only when the amendment can be reasonably anticipated or where the respondent consents to the amendment. In the circumstances before me, I am satisfied that the parties have mutually agreed to withdrawal of the following issues:

- The Tenant's Application for cancellation of the 10 Day Notice under section 46 of the Act
- The Landlord's Cross Application for an Order of Possession based on the 10 Day Notice under sections 46 and 55 of the Act

Therefore, I have amended the Application and the Cross Application in accordance with section 64(3)(c) of the Act to withdraw the claims listed above.

Increased Claim for Unpaid Rent and Request to Retain Security Deposit

The undisputed testimony of the Landlord is that the Tenant continued to reside in the rental unit past the effective date of the 10 Day Notice and did not pay any rent for the month of December. Rule 7.12 of the 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 December 2025. The Landlord also confirmed that they would like to include a request that the Landlord be permitted to retain the Tenant's security deposit in partial satisfaction of the requested monetary award.

I find it could be reasonably anticipated by the Tenant that the Landlord would seek compensation for the month that the Tenant continued to reside in the rental unit past the effective date of the 10 Day Notice. I find it could also be anticipated by the Tenant that the Landlord would seek to retain their security deposit to be applied towards any unpaid rent. I therefore allow the Landlord to claim unpaid rent of \$3,650.00 for December 2025, in addition to the \$2,650.00 claimed in the Cross Application for November. Therefore, the Cross Application is amended to claim unpaid rent totaling \$6,300.00. Under Rule 7.12, I also allow the Landlord's request for permission to apply the Tenant's security deposit towards any monetary order granted.

Amended Issues to be Decided

Is the Landlord entitled to a Monetary Order for unpaid rent? If so, is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested?

Is the Tenant entitled to an order to suspend or set conditions on the Landlord's right to enter the rental unit?

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

Is either party entitled to recover the filing fee for the Application or the Cross Application from the other?

Background and Evidence

I have reviewed all admissible evidence before me, including 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 August 1, 2025, with a monthly rent of \$3,650.00, due on the first day of the month. The Landlord states the Tenant paid a security deposit of \$1,825.00 on July 3, which is held in trust by the corporate Landlord.

The 10 Day Notice submitted into evidence by both parties was signed and dated by A.M., as Agent for the Corporate Landlord, on November 4, 2025, and states unpaid rent of \$3,650.00 was due on November 1. The effective date of the 10 Day Notice is November 14.

The undisputed testimony of the Landlord is that the Tenant did not pay any rent when it was due on November 1, 2025. The Landlord states the 10 Day Notice was attached to the door of the rental unit and sent to the Tenant's pre-agreed email address for service on November 4. The Landlord has provided a copy of the outgoing email to the Tenant with the 10 Day Notice attached to confirm service.

The Tenant's Application states the 10 Day Notice was received on November 7, and that it was attached to the door of the rental unit. The Tenant filed the Application on November 10 but did not serve the Application to the corporate Landlord as required by the Act.

The undisputed testimony of the Landlord is that the Tenant paid \$1,000.00 towards the rent arrears owed on November 14, 2025, but that no further payments have been received since. The Landlord states no rent was received for the month of December.

The undisputed testimony of the Landlord is that the Tenant notified the Landlord that he had moved out of the rental unit on December 2, 2025, via text message. The Landlord states they confirmed the rental unit was vacant on December 3.

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 Landlord entitled to a Monetary Order for unpaid rent? If so, is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested?

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.

It is undisputed that the Tenant has only paid \$1,000.00 towards the monthly rent of \$3,650.00 due for November 2025. There is no evidence before me to suggest that the Tenant had a right to deduct any portion of the rent.

It is also undisputed that monthly rent is due on the first day of the month, and that the Tenant occupied the rental unit until December 2. No rent was paid for that month.

Section 67 of the Act states that if damage or loss results from a tenancy, an arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Based on the undisputed testimony of the Landlord and the evidence before me, I am satisfied that the Landlord has established a claim for unpaid rent of \$2,650.00 for November 2025 (\$3,650.00 - \$1,000.00) and \$3,650.00 for December.

Therefore, the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act, in the amount of \$6,300.00 (\$2,650.00 + \$3,650.00).

Under section 72(2)(b) of the Act, if an order is made for a tenant to pay any amount to a landlord, the landlord may deduct the amount of the monetary order from any security deposit due to the tenant.

Therefore, under section 72(2)(b) of the Act, I allow the Landlord to retain the Tenant's security deposit of \$1,825.00, plus interest, in partial satisfaction of the monetary award.

Is the Tenant entitled to an order to suspend or set conditions on the Landlord's right to enter the rental unit?

Rule 6.2 of the RTB Rules of Procedure permits an arbitrator to dismiss other claims that are included in an application to cancel a notice to end tenancy. As I have found that the tenancy has ended, I find it is not necessary to analyze the Tenant's Application for an order for suspending or setting conditions on the Landlord's right to enter the rental unit.

Therefore, the Tenant's Application for an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act is dismissed, without leave to reapply.

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

As the tenancy has already ended, I find it is not necessary to analyze the Tenant's Application for an order requiring the Landlord to comply with the Act, regulation, or tenancy agreement.

Therefore, under Rule 6.2 of the RTB Rules of Procedure, I dismiss the Tenant's Application for an order requiring the Landlord to comply with the Act, regulation, or tenancy agreement under section 62 of the Act, without leave to reapply.

Is either party entitled to recover the filing fee for the Application or the Cross Application from the other?

As the Landlord was successful, I grant the Landlord’s request to recover the \$100.00 filing fee paid for the Cross Application from the Tenant under section 72 of the Act.

Conclusion

The Tenant’s Application is dismissed in its entirety, without leave to reapply.

I grant the Landlord a monetary order in the amount of **\$4,567.07** as follows:

Monetary Issue	Granted Amount
A Monetary Order for unpaid rent under sections 67 and 55 of the Act	\$6,300.00
Authorization to retain the Tenant's security deposit in partial satisfaction of the monetary order requested under section 72 of the Act	-\$1,825.00
Amount of interest owed on security deposit from July 3, 2025 to the date of this Order	-\$7.93
Authorization to recover the filing fee for the Cross Application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$4,567.07

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 16, 2025

Residential Tenancy Branch