

## **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 Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act

The Landlord 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
- a Monetary Order for Unpaid Rent and/or Utilities under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Advocate for the Tenant, C.P. attending the hearing for the Tenant.

Agent for the Landlord, B.G. and witness T.G. attended the hearing for the Landlord.

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

#### **The Tenant's application**

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

#### **The Landlord's application**

B.G. testified that she served the Landlord's Proceeding Package on the Tenant in person on November 17, 2025 in the presence of a witness, T.G.

T.G. testified that the Landlord's Proceeding Package was served on the Tenant at 3:00pm on November 17, 2025.

C.P. stated that the Tenant has a medical condition and may not be able to recall or confirm if he was served with the Landlord's application on November 17, 2025.

Based on B.G. and T.G.'s testimony and in the absence of the Tenant's explicit denial of being served, I find it more likely than not that the Landlord's Proceeding Package was served on the Tenant on November 17, 2025 in person, in accordance with section 89(1)(a) of the Act.

### **Preliminary Matter – Tenant's vacating the rental unit**

At the outset of the hearing, B.G. confirmed the Tenant moved out on December 1, 2025 and the Landlord has taken back possession of the rental unit since then.

Though the question of whether the Landlord is entitled to an order of possession based on the 10 Day Notice is now moot, section 55(1.1) of the Act requires me to grant an order for unpaid rent should the 10 Day Notice be found to be enforceable.

On this basis, I obtained submissions from the parties on the underlying enforceability of the 10 Day Notice to determine whether it was properly issued and whether there is any unpaid rent to be ordered to the Landlord.

### **Issue to be Decided**

Is the Landlord entitled to a monetary order for unpaid rent?

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

### **Background and Evidence**

I have reviewed the 10 Day Notice and the testimony of the parties, but will refer only to what I find relevant for my decision.

Both parties confirmed that this tenancy began on August 1, 2025, with a monthly rent of \$1,100.00, due on first day of the month, with a security deposit in the amount of \$650.00, currently being kept by the Landlord.

B.G. testified that she served the Tenant a 10 Day Notice on November 3, 2025 by attaching a copy to the Tenant's door, for unpaid rent of \$1,100.00 due on November 1, 2025 and unpaid utilities of \$116.96.

B.G. stated that the Landlord does not wish to seek recovery for the unpaid utilities and is only seeking a monetary order for the November 2025 rent.

C.P. acknowledged that the Tenant did not pay rent for November 2025.

## Analysis

### Is the Landlord entitled to monetary order for unpaid rent?

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 evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Landlord has established a claim for unpaid rent owing for November 2025.

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.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act, in the amount of \$1,100.00.

The Landlord continues to hold the Tenant's security deposit of \$650.00 in trust. In accordance with the off-setting provisions of section 72 of the Act, I order the Landlord to retain the Tenant's security deposit in partial satisfaction of the monetary order. I further order the Landlord to retain the interest accrued on the security deposit, which is \$3.28 as of the date of this hearing.

### 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 the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

## Conclusion

I dismiss the Tenant's application to cancel the 10 Day Notice, without leave to reapply.

As the Landlord has taken back possession of the rental unit, I do not grant an order of possession.

I grant the Landlord a Monetary Order in the amount of **\$546.72** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 55 of the Act	\$1,100.00

<i>authorization to retain the Tenant's security deposit plus interest in partial satisfaction of the Monetary Order requested under section 38 of the Act</i>	-\$653.28
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>\$546.72</b>

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 12, 2025

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Residential Tenancy Branch