

## **DECISION**

### **Introduction**

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) 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 under section 67 of the Act
- Authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- Authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

This hearing also dealt with the Tenants' 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
- Cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act

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

I find that the Landlord acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I find that the Tenants were served on November 20, 2025, by registered mail in accordance with section 89(1) of the Act. The Landlords provided a copy of the Canada Post Customer Receipts containing the tracking numbers to confirm this service. The Canada Post tracking number also shows that each Proceeding Package was delivered and signed for.

### **Service of Evidence**

The Landlord's agent M.D. (the Landlord's Agent) advised that they never received the Tenants' evidence from the Tenants and only received a copy from the Residential Tenancy Branch (the RTB). The Landlord's Agent argued they were able to provide response evidence to the Tenants' evidence but that it should not be included because

the Tenants did not give them a copy. Given that the Landlord received a copy of the evidence from the RTB and had time to provide response evidence, I find that there is minimal prejudice to the Landlord in including the Tenants' evidence. Under section 71(2)(c) of the Act, I find that the Tenants' evidence was sufficiently served for the purpose of this Act.

The Tenants did not raise any concern regarding evidence. Based on the submissions before me, I find that the Landlord's evidence was served to the Tenants in accordance with section 88 of the Act.

### **Preliminary Matters**

- Partial Settlement

At the hearing both parties agreed to the following partial settlement:

1. The Tenants will vacate the rental unit by 1:00 PM on January 1, 2026
2. The Tenants will pay the unpaid utilities of \$637.26

The parties confirmed they voluntarily agreed to this partial settlement and that it is final.

I grant the Landlord an Order of Possession effective January 1, 2026, and a Monetary Order for \$637.26, should the Tenants not comply with the above settlement. The remainder of the Decision will address the unpaid rent under the 10 Day Notice for Unpaid Rent. It is not necessary to consider whether the One Month Notice should be cancelled given the above settlement.

- Remove Occupant S.S.

Amended the Tenants' application to remove occupant S.S. from the application.

- Increase Monetary Claim

At the outset of the hearing the Landlord sought to increase their monetary claim from \$2,850.00 to \$5,700.00 to reflect the Tenants' failure to pay \$2,850.00 in monthly rent for December 2025 the additional month of unpaid rent waiting for this hearing.

*Residential Tenancy Branch Rules of Procedure*, Rule 4.2, 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 Tenants would have known about and arose after the Landlord submitted the application.

### **Issues to be Decided**

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

Is the Landlord entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary award requested?

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

## **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 August 1, 2025, with a monthly rent of \$2,850.00, due on the first day of the month, with a security deposit in the amount of \$1,425.00.

The Landlord served a 10 Day Notice for Unpaid Rent of \$1,425.00 and utilities on November 5, 2025 (the 10 Day Notice). The parties agreed to a partial settlement on the move out date and unpaid utilities but disagree about whether unpaid rent is owed.

The Landlord's position is that the Tenants did not pay rent for November 2025, the 10 Day Notice was issued, and the Tenants did not pay rent for December 2025 and did not move out. The Landlord argued the Tenants always paid by e-transfer and nothing was received for November 2025 or December 2025. The Landlord provided copies of communications with the Tenants through WhatsApp. Including a conversation from November 4, 2025, where the Tenants stated "We will move out, Keep the deposit, Rest I will send you".

The Tenants' position is that they paid rent for November 2025 in cash on November 2, 2025. The Tenants provided a copy of a receipt. The Tenants also argued they paid December 2025 rent in cash on December 1, 2025. The Tenants advised they have a receipt for December 2025 rent and the bank statements showing the money was withdrawn but they did not provide those into evidence. The Tenants argued they switched to paying by cash because the Landlord asked them to start paying cash.

In response the Landlord provided an affidavit which disputes the signature on the November rent receipt and the Landlord's Agent argued this is not their signature and they never received any cash for rent. The Landlord also argued they never asked the Tenants to pay rent in cash because they do not accept cash payments.

## **Analysis**

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

I find that the evidence and testimony of the Landlord dispute the November 2025 rent receipt. The Tenants provided a rent receipt dated November 2, 2025, for the full amount of rent; however, in the WhatsApp message from the Tenants on November 4, 2025, the Tenants tell the Landlord they can keep the security deposit, and they will pay

the rest. This message supports that as of November 4, 2025, no rent was paid. As such, this calls into question the November 2, 2025, rent receipt. If the Tenants paid rent by cash on November 2, 2025, the Tenants would not need the Landlord to keep the security deposit, and no additional payments would need to be made. Therefore, the Tenants' testimony and rent receipt is not consistent with the evidence provided.

Additionally, the signature of the Landlord's Agent always contains a line underneath the signature, which can be seen on the 10 Day Notice and the affidavit; however, the signature on the November 2025 rent receipt contains no line underneath the signature. This difference, combined with the Landlord's Agent testimony and affidavit that they did not sign this rent receipt, raises questions about the authenticity of the rent receipt.

Furthermore, the Tenants argued they paid December 2025 rent by cash but did not provide a copy of the receipt or a copy of the bank statements showing the cash withdrawal. Given the findings above, I accept the testimony of the Landlord as it is supported by evidence and is consistent with the evidence provided.

Based on the above, I find that the Tenants did not pay November or December 2025 rent.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent in the amount of \$5,700.00.

**Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested?**

Under section 72 of the Act, I allow the Landlord to retain the Tenants' security deposit of \$1,425.00, in partial satisfaction of the monetary award.

**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 1:00 PM on January 1, 2026 after service of this Order on the Tenants**. Should the Tenants 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 Landlords a Monetary Order in the amount of **\$5,012.26** under the following terms:

<b>Monetary Issue</b>	<b>Granted Amount</b>
a Monetary Order for unpaid rent under section 67 of the Act	\$5,700.00
a Monetary Order for unpaid utilities under section 64.2 of the Act	\$637.26
authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act	-\$1,425.00
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>\$5,012.26</b>

The Landlord is provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible. Should the Tenants 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 Landlord is authorized to keep the Tenants' security deposit as partial satisfaction for the amount owed.

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

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Residential Tenancy Branch