

DECISION

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlords requested:

- an Order of Possession for unpaid rent pursuant to section 55; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenants requested:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 9:43 a.m. in order to enable the tenants to call into this teleconference hearing scheduled for 9:30 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord, T.B. and I were the only ones who had called into this teleconference.

The landlord testified that the tenants have not served them with any application or evidentiary materials for this hearing.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

As the tenants did not attend this hearing and as I am not satisfied that they had served the landlords in accordance with section 89 of the Act, I dismiss the tenants’ entire application without leave to reapply.

Service of the Landlord's Application and Evidence

The landlords provided proof of service, including Canada Post tracking numbers and receipts, to support that both tenants were served with the landlords' application and evidence on November 24, 2025 by way of registered mail. The tracking information shows that both packages were delivered on November 28, 2025. In accordance with sections 88 and 89 of the Act, I find both tenants deemed served, five days after registered mailing.

Issue(s) to be Decided

Are the landlords entitled to an Order of Possession?

Are the landlords entitled to recover the filing fee for this application

Background and Evidence

I have reviewed all evidence properly submitted for this hearing, including the sworn testimony before me, but will refer only to what I find relevant for my decision.

Evidence was provided showing that this tenancy began on October 1, 2025, with monthly rent of \$2,400.00, due on first day of the month. The landlords hold a security deposit of \$1,200.00, and a pet damage deposit of \$1,000.00.

The landlords served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent by posting the Notice on the tenants' door on November 10, 2025. The landlord testified that the tenants paid the \$2,400.00 outstanding rent for November 2025 on November 20, 2025, well after the five days allowed under the Act.

The landlord submitted proof of service showing the 10 Day Notice was posted on the tenants' door, and also submitted a copy of the text messages confirming receipt of the 10 Day Notice.

The landlord testified that they had informed the tenants that the late rent payment was not acceptable, and would not cancel the 10 Day Notice. The landlords submitted a copy of the email sent to the tenants. The landlord testified that they did agree to extend the time limit, nor agree to cancel the notice upon late payment of rent.

The landlord testified that the tenants have not paid rent for December 2025, and request an Order of Possession.

Analysis

Section 55(1) of the *Act* reads as follows:

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

(a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I am satisfied that the tenants were deemed served with the 10 Day Notice on November 13, 2025, three days after the Notice was posted on the tenants' door. Although the tenants did pay the November 2025 rent, the tenants failed to pay the rent in full within five days of being deemed to have received the 10 Day Notice.

I am not satisfied that the landlords had granted the tenants an extension for paying the November 2025 rent, nor am I satisfied that they had withdrawn the 10 Day Notice.

I find that the landlords' 10 Day Notice complies with section 52 of the *Act*. As the tenants have not moved out, and as they have failed to pay any rent for December 2025, I find that the landlords are entitled to a two (2) day Order of Possession, pursuant to section 55 of the *Act*.

As the landlords were successful, I allow the Landlords to recover the \$100.00 filing fee. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlords to retain \$100 of the tenants' security deposit in satisfaction of the monetary award granted.

Conclusion

I dismiss the tenants' application, without leave to reapply.

I grant an Order of Possession to the landlords effective two (2) days after service on the tenant(s). Should the tenant(s) 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.

In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlords to retain \$100 of the tenants' security deposit in order to recover the filing fee.

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 23, 2025

Residential Tenancy Branch