

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

and the Tenant's 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
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Landlord J.D., Landlord M.M. and Landlord G.S. attended the hearing for the Landlord.

Tenant H.B. attended the hearing for the Tenant.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

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

I find that the Tenant(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

Service of Evidence

Based on the submissions before me, I find that the Tenant's evidence was not served to the Landlord in accordance with section 88 of the Act. The Tenant confirms they did not serve their evidence to the Landlord and thus their evidence is excluded.

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

Issues to be Decided

Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

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

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award 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 Landlord entitled to recover the filing fee for this application from the Tenant?

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Facts and Analysis

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

When two parties to a dispute provide equally possible accounts of events or circumstances related to a dispute, the party making the claim has responsibility to provide evidence over and above their testimony to prove their claim.

The Landlord provided a copy of the 10 Day Notice. It is signed November 19, 2025, with a December 1, 2025, move out date. It requests \$15,000.00 in unpaid rent that was due on November 1, 2025. I find it to be a valid 10 Day Notice under section 52 of the Act.

The Tenant affirms finding said notice on their door. Landlord M.M. and their witness G.S. both affirm it was placed on the Tenant's door on November 19, 2025. The Tenant applied for dispute resolution on November 27, 2025. For these reasons, I deem that the 10 Day Notice was served to the Tenant on November 22, 2025, per section 90 of the Act.

The Landlord provided a copy of a Monetary Order Worksheet requesting \$3000.00 of unpaid rent for the months of July to November of 2025, for a total amount of \$15000.00.

Both parties agree that the tenancy agreement is verbal only, with nothing in writing. Both parties agree that the Tenant moved into the rental unit on July 1, 2024. Both

parties further agree the Tenant paid a \$1500.00 security deposit. The Landlord affirms the monthly rent is \$3000.00 per month, whereas the Tenant affirms monthly rent is \$1500.00 per month.

The Landlord provided two receipts to support their claim regarding the amount of monthly rent. Each receipt bears a receipt date of July 1, 2025: one records a \$3,000.00 cash payment received July 1, 2025, for use and occupancy only; the other records a \$1,500.00 cash payment received June 30, 2025, for use and occupancy only. The Landlord affirms the year on both receipts is incorrect, and attributes it to a clerical/template error, and further affirms that the \$1,500.00 reflects the security deposit paid in July 2024 while the \$3,000.00 reflects July 2024 rent. Given the repeated but consistent wet ink year error across both receipts, I find the reliability of these documents diminished, and I give them reduced weight.

The Tenant affirms that monthly rent is \$1,500.00. No other evidence was provided to support this, and the Tenant confirms they do not possess any documentary evidence that would support their claim.

Under section 19(1) of the Act, a security deposit must not exceed one half of one month's rent. A \$1,500.00 deposit is therefore consistent with a monthly rent of \$3,000.00 and inconsistent with the Tenant's asserted \$1,500.00 rent. Considering section 19 of the Act alongside the parties' evidence, and despite assigning reduced weight to the Landlord's receipts, I find, on a balance of probabilities, that the monthly rent is \$3,000.00.

Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

Section 46 of the Act states that upon receipt of a 10 Day Notice, the tenant must, within five days, either pay the full amount of the arrears as indicated on the 10 Day Notice or dispute the 10 Day Notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant(s) do not pay the arrears or dispute the 10 Day Notice they are conclusively presumed to have accepted the end of the tenancy under section 46(5).

I find that, as the 10 Day Notice is deemed served to the Tenant on November 22, 2025, the Tenant had until November 27, to dispute the 10 Day Notice or to pay the full amount of the arrears. I find the Tenant applied within the allowed timelines.

The Landlord affirms that no rent, of any amount, has been received from the Tenant since July 2024, whereas the Tenant affirms paying \$1500.00 to the Landlord each and every month of the tenancy. However, they affirm paying in cash and never receiving a receipt.

Both parties confirm they do not possess any documentary evidence, such as emails, text messages, or bank records, that would support their respective claims.

Based on the evidence before me, I am unable, on a balance of probabilities, to say that the Tenant did not pay the Landlord \$1500.00 of rent per month.

However, given my finding that monthly rent is \$3,000.00, and assuming the Tenant paid \$1,500.00 of rent per month, I find they failed to pay the full rent amount when due, as is required by section 26 of the Act. Furthermore, although the Tenant's paying \$1500.00 of rent per month makes the amount requested on the 10 Day Notice inaccurate, *Li v. Virk, 2023* confirms that the decisive question on a 10 Day Notice is whether rent was unpaid when due; the precise amount requested on the notice is secondary.

For the reasons above, I find that rent arrears existed when the Tenant received the 10 Day Notice and the Tenant failed to pay the full amount of said arrears within 5 days of receiving said notice. Furthermore, I find that this owed rent was not withheld for reasons allowed under the Act. As such, I find the Landlord is entitled to an Order of Possession.

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

Section 55(1.1) of the Act states that if an application referred to in subsection (1) is in relation to a landlord's notice to end a tenancy under section 46 [landlord's notice: non-payment of rent], and the circumstances referred to in subsection (1) (a) and (b) of this section apply, the director must grant an order requiring the payment of the unpaid rent.

I find that the landlord has established a claim for \$7500.00 in unpaid rent for the months of July to November of 2025. Therefore, I find the landlord is entitled to a Monetary Order for unpaid rent under section 55 and 72 of the Act.

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

I allow the Landlord to retain the entirety of the Tenant's security deposit, \$1500.00, plus \$34.42 of interest, for a total of \$1534.42, 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?

As the 10 Day Notice was not cancelled and the Landlord is being given an Order of Possession, this issue was not adjudicated.

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

Although, under section 72 of the Act, I may order payment or repayment of a fee under section 59 (2) (c), I decline to do so. The Landlord's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

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

As the Tenant was not successful in their application, the Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

Conclusion

I grant an Order of Possession to the Landlord **effective fourteen (14) days after service of this Order 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.

I grant the Landlord a Monetary Order in the amount of **\$5,965.58** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under sections 55 and 72 of the Act	\$7500.00
authorization to retain all the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act	\$1534.42
Total Amount	\$5,965.58

The Landlord is provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible. Should the Tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that 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 22, 2025

Residential Tenancy Branch