

DECISION

Introduction

This hearing dealt with Applications for Dispute Resolution from both the Landlord and the Tenant under the *Residential Tenancy Act* (the Act).

The Tenant's Application for Dispute Resolution 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
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

The Landlord's Application for Dispute Resolution is for:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent (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

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

The Landlord served the Proceeding Package and their evidence to the Tenant by registered mail on December 1, 2025, in accordance with section 89(1)(c) of the Act. The Landlord provided a copy of the Canada Post Customer Receipt containing the tracking number to confirm this service. I find that the Tenant was deemed served on December 6, 2025, the fifth day after the registered mailing, in accordance with section 90(a) of the Act.

The Tenant did not provide any evidence on service of the Proceeding Package for their Application or their evidence.

Preliminary Matters

This hearing started at 9:30 am and the telephone conference was open until 9:54 am. The Tenant did not join the hearing at any period during this time. Residential Tenancy

Branch Rules of Procedure, Rule 7.3, states that a consequence of not attending a hearing is that the arbitrator may conduct the hearing in the absence of a party or dismiss the application, with or without leave to re-apply.

Because of the Tenant's non-attendance, the Tenant's Application is dismissed without leave to reapply. The Landlord's application proceeded in the absence of the Tenant.

During the hearing, the Landlord requested that their application for a monetary order be amended to include unpaid rent for the month of December 2025. Residential Tenancy Branch Rules of Procedure, Rule 7.12, 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 for the monetary claim to be increased from \$7,250.00 to \$14,325.00 to reflect the Tenant's failure to pay \$7,250.00 in monthly rent for December 2025, the additional month of unpaid rent waiting for this hearing, minus a previous overpayment of \$175.00. This was clearly rent that the Tenant would have known about and resulted since the Landlord submitted the application.

I also note that the names of the parties are slightly different on the two applications before me. In accordance with section 64(3)(c) of the Act, I amend the Tenant's application to reflect the Tenant's name as written on the Tenancy Agreement and 10 Day Notice, and I amend the Landlord's name to include the Corporate Landlord and the middle name of the agent for the Landlord, as written on the Tenancy Agreement.

Issues to be Decided

Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?

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

Background and Evidence

A Tenancy Agreement was provided showing that this tenancy began on January 1, 2025, with a monthly rent of \$7,250.00, due on the first of every month, with a damage deposit in the amount of \$3,750.00.

The Landlord testified that the Tenant did not pay rent for the month of November 2025. A screenshot of the Landlord's invoice system indicates that a payment of \$7,250.00 was received on November 6, 2025, however, that went to paying off the arrears owed

by the Tenant. The Landlord believed that the Tenant still owed \$7,250 in rent for the month of November 2025. The Landlord was in contact with the Tenant about the unpaid rent and understood that the Tenant would only be able to slowly pay back what they owed.

On November 20, 2025, the Landlord issued the 10 Day Notice. The 10 Day Notice was served in person to the Tenant's husband. The Landlord has provided a screenshot of a text message with the Tenant, indicating that they received the 10 Day Notice on November 21, 2025. The 10 Day Notice reflects that the Tenant owed \$7,250.00 in unpaid rent, however, the Landlord acknowledged that after consulting with their accountant, the Tenant had previously overpaid \$175.00 and so there was only \$7,050 owing in rent. The Landlord claimed that the Tenant also owed unpaid utilities, but this was not included on the 10 Day Notice.

Since serving the 10 Day Notice, no payments have been received by the Landlord from the Tenant and, as of December 2, 2025, the Landlord has lost all communication with the Tenant. The Landlord is unsure whether the Tenant is still residing in the rental unit.

Analysis

Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?

Section 46 of the Act states that, upon receipt of a 10 Day Notice the tenants 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 tenants 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 the 10 Day Notice was served to the Tenant by the Landlord in accordance with section 88(e) of the Act, by leaving a copy with the Tenant's husband on November 20, 2025. I find that the Tenant acknowledged receipt of the 10 Day Notice on November 21, 2025, as shown in the text message screenshot provided by the Landlord. The Tenant had until November 26, 2025, to dispute the 10 Day Notice or to pay the full amount of the arrears. The Tenant disputed the 10 Day Notice on November 25, 2025, within the timeline provided for in the Act. As such, the onus is on the Landlord to prove that they had grounds to issue the 10 Day Notice.

I note that the 10 Day Notice claims \$7,250.00 in unpaid rent for the month of November, however, I accept the Landlord's testimony that 10 Day Notice omitted the \$175.00 overpayment. I find that the Tenant knew, or should have known, the amount(s) that they had paid to the Landlord and the amount(s) still owing. I also find that, since the amount owed is not increasing, it is reasonable in the circumstances to amend the notice. Therefore, in accordance with section 68(1) of the Act, I amend the 10 Day Notice to reflect \$7,075 in unpaid rent.

Based on the undisputed oral testimony of the Landlord, supported by a screenshot of the Landlord's invoice system, I am satisfied that the Tenant only paid \$175.00 towards rent for the month of November 2025. I find that, as of November 20, 2025, the Tenant owed \$7,075 in unpaid rent and the Landlord had grounds to issue the 10 Day Notice.

Therefore, I find that the Landlord is entitled to 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.

Is the Landlord entitled to a 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.

In accordance with my findings above, the Landlord has established a claim for unpaid rent in the amount of \$7,025.00 owing for the month of November 2025. Additionally, based on the undisputed testimony of the Landlord, supported by the screenshot of the Landlord's invoice system, I find that the Tenant did not pay \$7,250.00 in rent for the month of December 2025.

During the hearing, the Landlord also requested to obtain a monetary order for unpaid utilities. The utilities were not claimed on the 10 Day Notice, nor were they included or referenced in the Landlord's Application for Dispute Resolution, or evidence. Without proper notice to the Tenant, I decline to consider the issue of unpaid utilities for this Tenancy. The Landlord may make another application for dispute resolution with the Residential Tenancy Branch to determine the issue of unpaid utilities.

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 \$14,325.00.

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

In accordance with the offsetting provisions of section 72 of the Act, I allow the Landlord to retain the Tenant's security damage deposit of \$3,750.00, 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 seven (7) 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 in the Supreme Court of British Columbia.

I grant the Landlord a Monetary Order in the amount of \$10,675.00 under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 67 of the Act	\$14,325.00
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	-\$3,750.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$10,675.00

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 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 30, 2025

Residential Tenancy Branch