

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 Tenants Requested:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act
- an order for the Landlord to provide services or facilities required by law under section 27 of the Act

The Landlord requested:

- an Order of Possession for unpaid rent pursuant to section 55; and
- a monetary order for unpaid rent or money owed pursuant to section 67.
- authorization to recover the filing fee for this application, pursuant to section 72.

The Tenants did not attend this hearing, although I left the teleconference hearing connection open until 11:16 a.m. in order to enable the Tenants to call into this teleconference hearing scheduled for 11:00 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’s agent and I were the only ones who had called into this teleconference.

The Landlord testified that the Tenants did not serve the Landlord with their Dispute Resolution Package.

Rule of Procedure 7 states:

Rule 7.1 Commencement of the hearing

The hearing must commence at the scheduled time unless otherwise decided by the arbitrator.

Rule 7.3 Consequences of not attending the hearing

The arbitrator may conduct the hearing in the absence of a party or dismiss the application, with or without leave to re-apply.

As the Tenants did not attend this hearing, their application is dismissed, without leave to reapply.

Service of Landlord's Application

The testified that they had served the Tenants by way of Registered Mail on December 20, 2025. The landlord provided the tracking information including the Canada Post receipt in evidence. In accordance with sections 88, 89, and 90 of the *Act*, I find that the Tenants deemed served with copies of the Landlord's application and evidence on December 25, 2025, 5 days after mailing.

Request to Amend Monetary Claim

Although the landlord had applied for a monetary Order of \$3,860.00 in their initial claim for unpaid rent, since they applied another \$1,890.00 in rent has become owing that was not included in the original application. RTB Rules of Procedure 4.2 allows for amendments to be made in circumstances where the amendment can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made. On this basis, I have accepted the landlord's request to amend their original application to reflect the unpaid rent that became owing by the time this hearing was convened.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to a monetary award for unpaid rent or money owed under the tenancy agreement, regulation, or *Act*?

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

Background and Evidence

While I have turned my mind to all the testimony and documentary evidence properly before me, not all details of the respective submissions and / or arguments are reproduced here.

This fixed term tenancy began on April 7, 2025, with monthly rent set at \$1,890.00, payable on the fourth day of the month. The Landlord holds a security and pet damage deposit of \$900.00 each deposit. The Landlord submitted a copy of the tenancy agreement in evidence.

The landlord testified that on November 14, 2025, they served the Tenants with a 10 Day Notice to End Tenancy for failing to pay the full rent for November 2025. The Landlord testified that they had only received \$200.00, and after discussing the matter with the Tenants, both parties entered into a payment agreement to allow the Tenants

until November 20, 2025 to pay the remaining \$1,690.00 for November 2025. The Landlord submitted a copy of the agreement in evidence. The Landlord submits that failure to comply would mean that the Tenants would have to move out by November 30, 2025.

After no further rent payments were made per the payment agreement, the Landlord issued a second 10 Day Notice to End Tenancy on November 26, 2025, which the Tenants disputed on November 30, 2025.

The Landlord testified that the Tenants have not paid any further rent, and now owe rent for December 2025 and January 2026 as well.

The Landlord requests an Order of Possession, as well as a Monetary Order for the unpaid rent.

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 accept the Landlord's evidence that the Tenants were provided additional time to pay the outstanding rent for November 2025, but failed to pay the amount as per the agreement signed by both parties. I find that the second 10 Day Notice dated November 26, 2025 complies with section 52 of the *Act*.

Based on my decision to dismiss the Tenants' application for dispute resolution and pursuant to section 55(1) of the *Act*, and as no further rent has been paid, I find that the Landlord is entitled to an Order of Possession effective 2 days after service of the Order on the Tenants.

The landlord will be given a formal Order of Possession which must be served on the tenants. If the tenants do not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Section 26 of the *Act*, in part, states as follows:

Rules about payment and non-payment of rent

26 (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I find that the Landlord provided sufficient evidence which shows that the Tenants owe \$1,690.00 for November 2025, plus a further \$1,890.00 each for the months of December 2025, and January 2026. Therefore, I find that the Landlord is entitled to \$5,470.00 in arrears for the above period.

I find that the Landlord is entitled to recovery the \$100.00 filing fee from the Tenants. In accordance with the offsetting provisions of section 72 of the Act, I order the Landlord to retain the Tenants' security and pet damage deposits, plus applicable interest, in partial satisfaction of the monetary awards.

Conclusion

I dismiss the Tenants' application without leave to reapply.

I grant an Order of Possession to the landlord 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.

I issue a **\$3,757.93** Monetary Order in favour of the Landlord under the following terms, which allows the landlord to recover unpaid rent and the filing fee.

Item	Amount
Unpaid Rent	\$5,470.00
Recovery of Filing Fee	100.00
Less deposits held, plus applicable interest	- \$ 1,812.07
Total Monetary Order	\$3,757.93

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: January 13, 2026

Residential Tenancy Branch