

## **DECISION**

### **Introduction**

This hearing dealt with 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

This hearing also dealt with the Landlord's Application for Dispute Resolution under the Act for:

- an order of possession based on the 10 Day Notice under section 46 of the Act
- a monetary order for unpaid rent and unpaid utilities under section 26 of the Act
- a monetary order to recover the filing fee under section 72 of the Act

An agent attended the hearing for the Landlord. No one attended the hearing on behalf of the Tenant.

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

This was a cross-application. I find that both parties were provided with the Proceeding Package directly from the Residential Tenancy Branch for this hearing.

### **Service of Evidence**

Based the evidence provided, I find that the Landlord served their evidence to the Landlord in person on December 11, 2025 in accordance with section 88 of the Act.

### **Preliminary Matters**

At the outset of the hearing the Landlord sought to increase their monetary claim from to reflect the Tenant's failure to pay \$3,900.00 in monthly rent for January 2026, the additional month of unpaid rent waiting for this hearing.

*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 as this was clearly rent that the Tenant would have known about and resulted since the Landlord submitted the application.

## **Issues to be Decided**

Should the Landlord's 10 Day Notice be cancelled?

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 and/or utilities?

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

## **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.

The Landlord's agent provided affirmed undisputed testimony that this tenancy began on September 1, 2025, with a monthly rent of \$3,900.00, due on the first day of the month, with a security deposit in the amount of \$1,950.00 and a pet damage deposit in the amount of \$1,950.00.

The Landlord's agent provided further testimony that following only a partial payment of rent in November 2025, no rent was paid by the Tenant. Accordingly, on December 4, 2025 the Landlord's agent served the 10 Day Notice to the Tenant's brother at his residence. After serving the 10 Day Notice, only one further payment of \$3,750.00 was made to the Landlord on December 19, 2025.

A copy of the 10 Day Notice dated December 4, 2025 was submitted as evidence. The 10 Day Notice is signed by the Landlord's agent and specifies an effective date of December 14, 2025. The 10 Day Notice states that the Tenant owes \$3,900.00 in unpaid rent for December 2025 and \$400.00 in unpaid rent for November 2025. The Landlord advised that the unit number listed on the 10 Day Notice is incorrect due to an inadvertent typographical error.

The Landlord's agent testified that if I uphold the notice, they would like an Order of Possession for 10 days from today's date.

## **Analysis**

### **Should the Landlord's 10 Day Notice be cancelled?**

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 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 in person to the Tenant's brother on December 4, 2025. Therefore, the Tenant had until December 9, 2025 to dispute the 10 Day Notice or to pay the full amount of the arrears. In this case, I find that the Tenant disputed the 10 Day Notice on December 9, 2025. Therefore, the Landlords bear the burden to prove they had sufficient grounds to issue the notice.

Based on the undisputed affirmed evidence of the Landlord's agent, I find that the Tenant failed to pay the full amount of the \$4,300.00 in arrears in five days. Instead, he waited 15 days and made a partial payment towards the outstanding arrears. The Tenant did not attend the hearing or provide evidence showing he had a valid reason to withhold rent. Therefore, I find that the Landlord has established their claim of unpaid rent as noted in the 10 Day Notice.

I move on now to consider whether the typographical error listing the wrong rental address makes the 10 Day Notice invalid. Section 52 of the Act requires that a notice to end tenancy clearly identify the rental unit. The 10-Day Notice in this case contained an incorrect unit number due to a typographical error; however, the Tenant filed an Application for Dispute Resolution to challenge the notice. This action demonstrates that the Tenant understood the notice applied to their tenancy despite the error. Section 68 of the Act confirms that a notice that does not fully comply with section 52 may be amended if the recipient knew or should have known the correct information and if amendment is reasonable. Considering these provisions and the Tenant's conduct, I find that the error in the unit number does not render the 10-Day Notice invalid because the intended rental unit was clear and the Tenant was not misled.

Therefore, the Tenant's application is denied for cancellation of the 10 Day Notice under sections 46 and 55 of the Act.

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

As I have denied the Tenant's application to cancel the 10 Day Notice, I allow the Landlord's application for an Order of Possession based on the 10 Day Notice.

Therefore, I find that the Landlord is entitled to an Order of Possession based on the 10 Day Notice under sections 46 and 55 of the Act.

### **Is the Landlord entitled to a Monetary Order for unpaid rent and/or utilities?**

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.

Based on the undisputed testimony of the Landlord's agent, I find that the Landlord has established a claim for loss due to unpaid rent arrears totaling \$4,450.00 for unpaid rent arrears accrued in November 2025, December 2025, and January 2026. Under section 72(2)(b) of the Act, I permit the Landlord to retain \$3,900 from the Tenant's security

deposit and pet damage deposit, plus \$12.38 in interest, as partial satisfaction of the monetary award.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act, in the amount of \$537.62, as calculated below.

**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 days after service of this Order on the Tenant**. Should the Tenant 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 **\$637.62** under the following terms:

<b>Monetary Issue</b>	<b>Granted Amount</b>
a Monetary Order for unpaid rent under section 67 of the Act	\$4,450.00
authorization to retain all or a portion of the Tenant's pet damage deposit security deposit in partial satisfaction of the Monetary Order under sections 38 and 72 of the Act	-\$3,900.00
amount of interest owed on the security deposit from September 1, 2025 to the date of this Order	-\$12.38
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>\$637.62</b>

The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant 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: January 15, 2026

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Residential Tenancy Branch