

## **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 One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

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 55 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**

#### **Tenant's Application**

The Landlord's agent confirmed service of the Proceeding Package and evidence.

The Tenant confirmed service of the Landlord's evidence.

#### **Landlord's Application**

The Tenant confirmed service of the Proceeding Package and Landlord's evidence.

## **Preliminary Matters**

The following claims on the Tenant's Application were severed the outset of the hearing, with leave to reapply:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure states claims made in the application must be related to each other.

Rule 6.2 of the Residential Tenancy Branch Rules of Procedure states that if, in the course of the dispute resolution proceeding the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

Aside from the Tenant's application to cancel the Notices to end tenancy, I am exercising my discretion to dismiss the above claims identified in the application, with leave to reapply, as these matters are not related and in accordance with Rule 2.3 and Rule 6.2 of the Residential Tenancy Branch Rules of Procedure. I make no findings on the merits of the matter. Leave to reapply is not an extension of any applicable time limit.

The Landlord sought to increase their monetary claim from \$2,200.00 to \$4,400.00 to reflect the Tenant's failure to pay January 2026 rent, 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 for January 2026 rent as this was clearly rent that the Tenant would have known about and resulted since the Landlord submitted their application.

## **Issues to be Decided**

Should the Landlord's One Month Notice and 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 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 parties testified that this tenancy began on January 1, 2025, with a current monthly rent of \$2,200.00, due on the first day of the month. The Tenant paid a security deposit of \$1,100.00.

The parties testified that the Tenant is owing all of December 2025 and January 2026 rent, for a total amount of \$4,400.00.

The 10 Day Notice was entered into evidence by the Landlord for unpaid rent in the amount of \$2,200.00 due on December 1, 2025. Signed and dated December 5, 2025, with an effective date of December 15, 2025.

The Tenant testified that they received the 10 Day Notice dated December 5, 2025, attached to their door on December 5, 2025.

### **Should the Landlord's One Month Notice and 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 does 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).

The Tenant testified the 10 Day Notice dated December 5, 2025, was attached to their door on December 5, 2025.

The Tenant had until December 10, 2025, to dispute the 10 Day Notice or to pay the full amount of arrears.

Based on the evidence, the testimony of the parties, and on a balance of probabilities, I find the Tenant failed to pay any rent within five days of receiving the 10 Day Notice and did not make an application under section 46(5) of the Act within the same timeframe. In

accordance with section 46(5) of the Act, due to the failure of the Tenant to take either of these actions within five days, I find the Tenant is conclusively presumed to have accepted the end of this tenancy on December 15, 2025, the effective date on the 10 Day Notice. In this case, the Tenant and anyone on the premises were required to vacate the premises by December 15, 2025.

The Landlord had a valid reason to issue the Tenant a notice to end the tenancy for unpaid rent. The 10 Day Notice has been filled out accurately and given to the Tenant.

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

As I have already upheld the 10 Day Notice and granted the Landlord an Order of Possession, it is unnecessary to make any findings about the additional notice to end the tenancy.

### **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.

The Landlord had a valid reason to issue the Tenant a notice to end the tenancy for unpaid rent. The 10 Day Notice has been filled out accurately and given to the Tenant.

The parties testified that the Tenant is owing all of December 2025 and January 2026 rent, for a total amount of \$4,400.00.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 55 of the Act, in the amount of \$4,400.00.

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

Under section 72 of the Act, I allow the Landlord to retain the Tenant's security deposit of \$1,100.00 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 by 1:00 PM on January 28, 2026, 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 **\$3,400.00** under the following:

<b>Monetary Issue</b>	<b>Granted Amount</b>
a Monetary Order for unpaid rent under section 67 of the Act	\$4,400.00
authorization to retain all of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act	-\$1,100.00
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>\$3,400.00</b>

The Landlord is provided with this Order in the above, 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 Small Claims Court of British Columbia.

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 21, 2026

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Residential Tenancy Branch