



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## DECISION

Dispute Codes (T) CNR  
(L) OPR, MNR, FFL

### Introduction

This hearing was scheduled for 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 (the 10 Day Notice) under sections 46 and 55 of the Act issued December 7, 2025.

This hearing also concerned the Landlord's cross-application for Dispute Resolution regarding the 10-Day Notice to End Tenancy for Unpaid Rent and Utilities issued December 7, 2025, and for an order of possession of the rental unit, a monetary order for unpaid rent and reimbursement of the filing fee.

### Service of the Dispute Resolution Proceeding Package

I find Tenant M.E. was deemed served with the Landlord's dispute resolution proceeding package five days after the Landlord deposited the package on December 17, 2025, with Canada Post for delivery by registered mail. The Landlord provided a copy of the tracking number to confirm this service together with a completed Proof of Service form.

### Service of Evidence

The Landlord stated he did not include copies of his evidence in the proceeding package served to the Tenant. It was noted during the proceeding that the Landlord had received the Tenant's proceeding package which contained a copy of the tenancy agreement as well as the subject 10 Day Notice for Unpaid Rent issued by the Landlord on December 7, 2025. The Landlord was advised any other evidence he had submitted would not be admitted but the Landlord could testify with regard to the contents of that evidence.

### Preliminary Matters

The Tenant failed to attend the hearing scheduled for his application to cancel the 10 Day Notice.

*Residential Tenancy Branch Rules of Procedure*, provide:

7.1 Commencement of the dispute resolution hearing. The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

7.3 Consequences of not attending the hearing. If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

As the Tenant did not attend the hearing, and based upon my determination of the Landlord's application, I find it appropriate in accordance with Rule of Procedure 7.3 to dismiss the Tenant's application, without leave to reapply.

During the hearing the Landlord sought to increase their monetary claim to reflect the Tenant's failure to pay monthly rent for January 2026, the additional month of unpaid rent waiting for this hearing.

Rule of Procedure 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 for Decision

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 authorized to receive reimbursement of the filing fee for the application?

### Background and Evidence

As stated above, although the Landlord attended the hearing by way of conference call, the Tenant did not. The Landlord in attendance at the hearing was given a full opportunity to be heard, to present testimony, to make submissions and to call witnesses.

The evidence establishes this tenancy began on October 1, 2024 for a fixed term to September 30, 2025, and was thereafter to continue on a month-to-month basis. The tenancy agreement (a copy provided in evidence) states the monthly rental rate is \$2,900.00 due on the first day of the month. The Tenant provided the Landlord with a security deposit in the amount of \$1,450.00 at the start of the tenancy. The Landlord testified the Tenant had requested a \$100.00 discount on rent which the Landlord agreed to effective July 1, 2025.

On December 7, 2025, the Landlord issued a 10 Day Notice to End the Tenancy for unpaid rent owing in the amount of \$2,900.00 as of December 1, 2025. The Landlord stated he prepared the Notice based upon review of the tenancy agreement. The effective date of the Notice was December 17, 2025. The Notice was posted to the rental unit door and the Landlord submitted a proof of service form signed by a witness. Additionally, the Landlord stated he texted the Tenant regarding service of the Notice. The Tenant's application indicates he received the Notice on December 10, 2025.

The Landlord testified the Tenant has made no rent payment for December 2025 or for January 2026. The Landlord further stated a ministry had contacted him to confirm the tenancy. The Landlord stated the Tenant continues to reside in the unit.

### Analysis

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 the 10 Day Notice was duly served to the Tenant on December 7, 2025, and the Tenant received the Notice on December 10, 2025. Thus, the Tenant had until December 15, 2025, to dispute the 10 Day Notice or pay the full amount of the arrears. The Tenant timely applied for dispute resolution on December 15, 2025, but as noted above, that application was dismissed without leave as the Tenant failed to attend the hearing.

The Landlord testified the Tenant failed to pay rent in the reduced amount of \$2,800.00 for either December 2025 or January 2026. I find the Landlord's testimony credible and further find the Landlord is entitled to unpaid rent in the amount of \$5,600.00 for these two months, which takes into account the Landlord's testimony of a \$100.00 per month reduction in the Tenant's monthly rent.

Section 55(1.1) of the Act provides that if a tenant makes an application for dispute resolution of a notice to end tenancy for unpaid rent under section 46, and the landlord's notice complies with section 52 of the Act, and the tenant's application is dismissed or the landlord's notice is upheld, then the director must grant an order for unpaid rent.

I find the Landlord's 10 Day Notice to End Tenancy issued December 7, 2025, complies with section 52 of the Act, and based upon the testimony of the Landlord and evidence submitted, there is unpaid rent owed by the Tenant in the amount of \$5,600.00 for December 2025 and January 2026.

Is the Landlord entitled to authorization for reimbursement of the filing fee from the Tenant?

As the Landlord was successful on his application, in accordance with section 72 of the Act I find the Landlord is entitled to reimbursement from the Tenant for the application filing fee in the amount of \$100.00.

### Conclusion

The Tenant's application is dismissed in its entirety, without leave to reapply.

I grant the Landlord a Monetary Order in the amount of **\$5,700.00** under the following terms:

<b>Monetary Issue</b>	<b>Granted Amount</b>
a Monetary Order for unpaid rent under section 46	\$5,600.00
Authorization for reimbursement of the filing fee under section 72	\$100.00
<b>Total Amount</b>	<b>\$5,700.00</b>

The Landlord is provided with this Order on 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 in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

I grant an Order of Possession to the Landlord effective **seven (7) days after service of this Order** on the Tenant. Should the Tenant or any occupant 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.

This decision is issued on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 13, 2026

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Residential Tenancy Branch