

DECISION

Introduction

This hearing was scheduled to deal with cross applications.

The Tenants filed an Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under section 46
- a Monetary Order for damages or loss under the Act, regulations or tenancy agreement under section 67 of the Act
- an order for the Landlord to comply with the Act, regulations or tenancy agreement under section 65 of the Act

The Landlord filed an Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- an Order of Possession for unpaid rent based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under section 55 of the Act
- a Monetary Order for unpaid rent and/or utilities under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenants under section 72 of the Act

The Landlord appeared for the hearing. The Landlord provided testimony with the assistance of an interpreter.

There was no appearance on part of the Tenants.

Service of Proceeding Packages and evidence

The Landlord provided registered mail receipts, including tracking numbers, to prove the Landlord's hearing materials were sent to each Tenant on December 30, 2025 via registered mail. I am satisfied the Tenants were duly served with the Landlord's hearing materials in accordance with section 89(1) and 89(2) of the Act.

The Tenants did not provide any proof that they served the Landlord with their proceeding package; however, the Landlord stated he received them from the Residential Tenancy Branch, and he is aware of the Tenants' claims. I confirmed in the

Residential Tenancy Branch records that the Branch sent a courtesy copy of the Tenant's Application for Dispute Resolution and evidence to the Landlord.

Preliminary and Procedural Matters

Since the Tenants did not appear at their hearing to present evidence in support of the remedies they seek, I dismiss the Tenant's application without leave to reapply.

Issues to Determine

Is the Landlord entitled to an Order of Possession and Monetary Order for unpaid rent based on the 10 Day Notice?

Is the Landlord entitled to recover the filing fee from the Tenants?

Background and analysis

The parties entered into a tenancy agreement on January 23, 2025 for a tenancy set to begin on January 30, 2025 for one year fixed term. The Tenants paid a security deposit of \$4,250.00 and a pet damage deposit of \$4,250.00. The monthly rent was set at \$8,500.00 plus \$500.00 for water.

The tenancy agreement states the rent is due on the 30th day of every month; however, the Landlord explained that the Tenants moved in on February 1, 2025 so he told them to pay rent starting on the first day of every month, which the Tenants did. Included in the Landlord's evidence were images of two cheques issued to the Landlord by the Tenant, one dated for 2025-11-01 and the other dated for 2025-12-01. Therefore, I accept that by way of the parties' conduct, rent was due on the first day of every month.

I accept the unopposed evidence before me that the Tenants were required to pay rent of \$8,500.00 on the first day of every month, plus \$500.00 for water. The Tenants issued a cheque to the Landlord dated December 1, 2025 in the amount of \$9,000.00 for rent and water but it was dishonored and returned to the Landlord. The bank indicated the cheque was returned because the tenant's bank account was "frozen not cleared".

Under section 26 of the Act, a Tenant is required to pay rent when due in accordance with their tenancy agreement, even if the Landlord has violated the Act, regulations or tenancy agreement, unless the Tenant has a legal right to withhold rent. The Act provides very limited and specific circumstances when a Tenant may legally withhold rent due to the Landlord. I was not provided evidence to show the Tenants had a legal right under the Act to withhold rent from the Landlord. Therefore, I find the Landlord was entitled to serve the Tenants with a 10 Day Notice.

On December 11, 2025 the Landlord issued the 10 Day Notice indicating rent of \$8,500.00 was outstanding as of December 1, 2025, plus \$500.00 for water. The

Landlord served the 10 Day Notice by attaching it to the door of the rental unit and sending it to the Tenants by registered mail. I accept that the 10 Day Notice was duly served upon the Tenants in accordance with section 88 of the Act.

When a Tenant receives a 10 Day Notice the Tenant has five days to pay the outstanding rent to nullify the 10 Day Notice or the Tenant has five days to dispute the 10 Day Notice by filing an Application for Dispute Resolution. The Tenants did not appear at the hearing to present a legal basis for not paying rent for December 2025 and I accept the landlord's unopposed testimony that the tenants did not pay the outstanding rent after they received the 10 Day Notice. Therefore, I uphold the 10 Day Notice and find it enforceable against the Tenants.

The Landlord seeks an Order of Possession effective at the end of January 2026 since the fixed term is set to expire then. Under section 55 of the Act, I grant the Landlord's request and I provide the Landlord with an Order of Possession effective on January 31, 2026.

As of the date of this hearing, the Landlord testified that after serving the 10 Day Notice, the Tenants did not pay the outstanding rent and water; however, the Landlord did, receive rent and water for January 2026. Therefore, I find the landlord is entitled to recover the unpaid rent and utilities for December 2025 in the sum of \$9,000.00 and I provide the Landlord with a Monetary Order for this amount.

Since the Landlord was successful in this proceeding, under section 72 of the Act, I order the Tenants to repay the Landlord the \$100.00 filing fee paid for the Landlord's application.

Conclusion

The Landlord is provided an Order of Possession effective at 1:00 p.m. on **January 31, 2026**, after service upon 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.

The Landlord is provided a Monetary Order calculated as follows:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent and water for December 2025 under 67 of the Act	\$9,000.00
recovery of the filing fee from the Tenants under section 72 of the Act	\$100.00
Total Amount	\$9,000.00

The Landlord is provided with this Monetary Order to serve and enforce upon the Tenant(s). 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).

The security deposit and pet damage deposit remain in trust, to be administered in accordance with the Act.

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 20, 2026

Residential Tenancy Branch