

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 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 recover the filing fee for this application from the Tenant under section 72 of the Act

Those listed on the cover page of this decision attended the hearing and were affirmed.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

Tenant's Application

The Landlord testified they were not served the Proceeding Package and were not aware that the Tenant filed an application.

Landlord's Application

I find that Tenant J.D. was served the Proceeding Package on December 31, 2025, by registered mail in accordance with section 89(1) of the Act, and is deemed served January 5, 2026, the fifth day after the registered mailing and in accordance with section 90 of the Act. The Landlord provided the Canada Post tracking number to confirm this service. I have included the Canada Post tracking number on the cover page.

I find that Tenant R.J.E. was served the Proceeding Package on December 31, 2025, by registered mail in accordance with section 89(1) of the Act, and is deemed served January 5, 2026, the fifth day after the registered mailing and in accordance with section 90 of the Act. The Landlord provided the Canada Post tracking number to confirm this service. I have included the Canada Post tracking number on the cover page.

I find that Tenant D.M.F. was served the Proceeding Package on December 31, 2025, by registered mail in accordance with section 89(1) of the Act, and is deemed served January 5, 2026, the fifth day after the registered mailing and in accordance with section 90 of the Act. The Landlord provided the Canada Post tracking number to confirm this service. I have included the Canada Post tracking number on the cover page.

Service of 10 Day Notice

I find that Tenant J.D. was served the 10 Day Notice dated December 16, 2025, on December 16, 2025, attached to their door and in accordance with section 88 of the Act, and is deemed served December 19, 2025, the third day after the 10 Day Notice was attached to the door and in accordance with section 90 of the Act. The Landlord provided a copy of the Proof of Service to confirm service.

I find that Tenant R.J.E. was served the 10 Day Notice dated December 16, 2025, on December 16, 2025, attached to their door and in accordance with section 88 of the Act, and is deemed served December 19, 2025, the third day after the 10 Day Notice was attached to the door and in accordance with section 90 of the Act. The Landlord provided a copy of the Proof of Service to confirm service.

I find that Tenant D.M.F. was served the 10 Day Notice dated December 16, 2025, on December 16, 2025, attached to their door and in accordance with section 88 of the Act, and is deemed served December 19, 2025, the third day after the 10 Day Notice was attached to the door and in accordance with section 90 of the Act. The Landlord provided a copy of the Proof of Service to confirm service.

Preliminary Matters

The Tenant did not attend at the appointed time set for the hearing, although I waited until 11:10 a.m. to enable them to participate in this hearing scheduled for 11:00 a.m. I confirmed that the correct call-in number and participant code had been provided in the Notice of Dispute Resolution Proceeding. I also confirmed on the teleconference system that the Landlord's property manager and building manger, and I were the only people who had called into this hearing.

In the absence of the Tenant, under Rule 7.1 and 7.3 of the Rules of Procedure, I order the Tenant's application dismissed, without leave to reapply. Under section 55 of the Act, when the Tenant's application to dispute a 10 Day Notice is dismissed, I must consider if the Landlord is entitled to an Order of possession and a Monetary Order for

unpaid rent, provided the Landlord has issued a notice to end tenancy that is compliant with section 52 of the Act.

The Landlord sought to increase their monetary claim from \$2,600.00 to \$7,800.00 to reflect the Tenant's failure to pay November 2025 rent, and 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 the application. I decline to include November 2025 rent as it was not provided on the 10 Day Notice dated December 16, 2025, as rent owing. In the future, it will be up to the Landlord's discretion if they want to make a new application for this amount.

Issues to be Decided

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 entitled to recover the filing fee for their application from the Tenant?

Background and Evidence

I have reviewed all admissible evidence, including the testimony of the Landlord's property manager and building manger, but will refer only to what I find relevant for my decision.

The Landlord's property manager that this tenancy began on August 1, 2025, with a current monthly rent of \$2,600.00, due on the first day of the month. The Tenant paid a security deposit of \$1,300.00.

The Landlord's property manager testified that the Tenant failed to pay rent for all of December 2025 and January 2026 for a total amount of \$5,200.00.

The 10 Day Notice was entered into evidence by the Landlord for unpaid rent in the amount of \$2,600.00 due on December 1, 2025. Signed and dated December 16, 2025, with an effective date of December 29, 2025.

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

Section 55(1) of the Act states that if a Tenant makes an application to set aside a Landlord's notice to end a tenancy and the application is dismissed, the Arbitrator must grant the Landlord an order of possession if the notice complies with section 52 of 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.

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

Is the Landlord entitled to a Monetary Order for unpaid rent?

Section 55(1.1) of the Act states that if a Tenant makes an application to set aside a Landlord's notice to end a tenancy under section 46 of the Act for non-payment of rent, and the application is dismissed, the Arbitrator must grant the Landlord an order requiring the repayment of the unpaid rent if the notice complies with section 52 of 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 Landlord's property manager testified that the Tenant failed to pay rent for all of December 2025 and January 2026 for a total amount of \$5,200.00.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 55 of the Act in the amount of \$5,200.00.

I order the Landlord to retain the security deposit of \$1,300.00 in partial satisfaction of the Monetary Order under section 72 of the Act

Is the Landlord entitled to recover the filing fee for their 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 **\$4,000.00** under the following:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 55 of the Act	\$5,200.00

I order the Landlord to retain the security deposit in partial satisfaction of the Monetary Order under section 72 of the Act	-\$1,300.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$4,000.00

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

Residential Tenancy Branch