



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Introduction

This hearing dealt with two Applications for Dispute Resolution (Applications) by the Landlord under the *Residential Tenancy Act* (the Act) for:

- Landlord request for an Order of Possession based on a 10 Day Notice to End for Unpaid Rent or Utilities dated December 22, 2025 (10 Day Notice) and a One Month Notice to End Tenancy for Cause (One Month Notice)
- Landlord request for a Monetary Order for unpaid rent
- Landlord request for both filing fees

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

The Landlord Agent AS (Agent) confirmed that Canada Post registered mail tracking number RN918111531CA was sent to the Tenant at the rental unit address on January 9, 2026. I find the tracking information provided confirms that the Tenant failed to pick up the registered mail package. Under section 90 of the Act, documents served by registered mail are deemed served 5 days after they are mailed. I find the Tenant was deemed served as of January 14, 2026. As the Tenant did not attend the hearing, I consider these applications to be undisputed by the Tenant.

Preliminary Matters

Under section 62(3) of the Act, I authorize the Landlord to serve the Tenant by email. The email addresses for all parties have been included on the cover page of this decision. As the Agent confirmed the respective email addresses for both parties, any

resulting orders will be sent only to the successful party for service on the opposing party. The RTB does not serve parties with resulting orders.

This decision will be emailed to both parties.

As the Agent requested to retain the Tenant's security deposit towards rent arrears, I will address the security deposit in this decision.

Issues to be Decided

- Should the Landlord be granted an Order of Possession?
- Should the Landlord be granted a Monetary Order?
- What should happen to the security deposit?
- Is the Landlord entitled to one or both filing fees?

Facts and Analysis

Based on the undisputed documentary evidence from the Landlord and the undisputed testimony provided during the hearing by the Agent, and on the balance of probabilities, I find the following.

The tenancy began on October 1, 2017, and current monthly rent is \$870.35 per month and due on the first day of each month. The Tenant paid a security deposit of \$375.00, which the Landlord continues to hold.

Firstly, I accept that the 10 Day Notice was served on the Tenant on December 22, 2026, by registered mail, with tracking number RN891383454CA, which was confirmed by the tracking information provided that the Tenant failed to pick up the registered mail package. I find the Tenant was deemed served with the 10 Day Notice on December 27, 2025.

I find the 10 Day Notice complies with section 52 of the Act, as it is signed and dated and indicates that \$3,481.40 was owed as of December 1, 2025, comprised of \$870.35 in unpaid rent for the months of September, October, November and December of 2025. I also accept the Agent's undisputed testimony that the Tenant has since failed to pay January 2026 rent also and that the Tenant continues to occupy the rental unit and fails to respond to the Landlord.

Based on the above, I find the Tenant breached section 26 of the Act by failing to pay the rent as described as owed above. Therefore, I find the 10 Day Notice is valid and I find the tenancy must end in accordance with section 46(5) of the Act. I grant the Landlord an Order of Possession effective August 29, 2025, at 1:00 PM as the Tenant has now gone 3 months without paying rent. I find the tenancy ended July 27, 2025, which is the effective vacancy date listed on the 10 Day Notice. I find that the Tenants have been overholding the rental unit since that date.

Pursuant to section 67 of the Act, I grant the Landlord a Monetary Order in the amount of **\$4,351.75**, comprised of \$870.35 for the months of September, October, November, December of 2025, and January of 2026.

As the Landlord's claim had merit, I grant the Landlord the **\$100.00** filing fee under section 72 of the Act. I decline to award the second filing fee as the Landlord could have amended their original application versus filing a new application.

Given the above, I find the Landlord has established a total monetary claim of **\$4,451.75**. From that amount, I authorize the Landlord to retain the Tenant's full security deposit of \$375.00 plus interest of \$21.40, for a total amount of **\$396.40**, in partial satisfaction of the Landlord's monetary claim. I grant the Landlord a Monetary Order for the balance owed by the Tenant to the Landlord in the amount of **\$4,055.35**.

Conclusion

The tenancy ended on January 7, 2026, the effective date of the 10 Day Notice. I find the Tenant has been overholding the rental unit since that date.

The Landlord is granted an Order of Possession **effective February 4, 2026, at 1:00 PM**. Should the Tenant fail to vacate the rental unit as ordered, the Landlord may enforce the Order of Possession in the Supreme Court. The Tenant is cautioned that they can be held liable for all costs related to enforcement.

The Landlord has been authorized to retain the Tenant's full security deposit and interest of \$396.40. The Landlord is granted a Monetary Order of **\$4,055.35** as indicated above, and the Tenant must be served with **this Order before it is enforced**. I allow service by email. 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) if equal to or less than \$35,000.00.

The Tenant is cautioned that they can be held liable for all costs related to enforcement, including bailiff fees. The decision will be emailed to both parties. The Orders will be emailed to the Landlord only for service on the Tenant, as required.

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 28, 2026

Residential Tenancy Branch