

## **DECISION**

### **Introduction**

This hearing dealt with Applications for Dispute Resolution from both the Landlord and the Tenant under the *Residential Tenancy Act* (the "Act").

The Tenant's Application for Dispute Resolution, filed on Dec 27, 2025, is 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
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act

The Landlord's Application for Dispute Resolution, filed on Jan 17, 2026, is 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 67 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

M.M. attended the hearing for the Landlord.

No one attended the hearing for the Tenant.

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

M.M. testified that the Proceeding Package and Evidentiary Package were sent to the Tenant by registered mail on January 22, 2026. A Canada Post Registered mail tracking number was submitted as evidence. Based on the evidence and testimony before me, I find that the Landlord's Proceeding Package and evidence was received by the Tenant on January 27, 2026, in accordance with section 88 and 90 of the Act.

The Residential Tenancy Branch sent a copy of the Proceedings Package to M.M. by e-mail on January 13, 2026. M.M. testified that she received the Proceeding Package in an e-mail from the Residential Tenancy Branch.

Under section 71(2) of the Act, the arbitrator may determine that a record not served in accordance with section 88 or 89 is sufficiently given or served for purposes of this Act. Residential Tenancy Branch Policy Guideline 12 states that the purpose of service has been fulfilled once notice has been received. The Landlord testified that they received a copy of the Tenant's Notice of Dispute from the Residential Tenancy Branch following a conversation with a Branch representative. The Landlord confirmed that they were aware of the nature of the dispute and wished to continue with the hearing. I find that the Landlord was sufficiently served under section 71(2) of the Act.

No evidence was submitted by the Tenant to the Residential Tenancy Branch, and M.M. confirmed that she did not receive any evidence from the Tenant.

## **Preliminary Matters**

### *Attendance*

The Tenant did not attend 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 pursuant to Residential Tenancy Branch (RTB) rule of procedure 7.3.

I find that the Tenant was aware of the scheduled hearing as they were the applicant in this proceeding. For this reason, I conducted the dispute resolution hearing in the absence of the Tenant.

### *Amendments*

M.M. testified that the Tenant continues to reside in the rental unit. At the outset of the hearing the Landlord sought to increase their monetary claim from \$2,500.00 to \$3,750.00 to reflect the Tenant's failure to pay the \$1,250.00 monthly rent for February 2026.

*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 as this was clearly rent that the Tenant would have known about and resulted since the Landlord submitted the application.

Section 68 of the Act states that if a notice to end a tenancy does not comply with section 52, the director may amend the notice if satisfied that the person receiving the notice knew, or should have known, the information that was omitted from the notice, and in the circumstances, it is reasonable to amend the notice.

The 10-Day Notice lists an effective date of January 26, 2026. As the notice was attached to the Tenant's door on January 15, 2026, it is deemed received five days

later, on January 20, 2026. This makes the earliest valid effective date January 30, 2026. Therefore, I amend the effective date of the 10-Day Notice to January 30, 2026, in accordance with section 68 of the Act.

### *Severed Issues*

*Residential Tenancy Branch Rules of Procedure*, Rule 6.2, states that the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

The following issues are dismissed without leave to reapply:

- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act

I find that the abovementioned claims are not related to the Notice to End Tenancy. Aside from the application to cancel the Notice to End Tenancy, I am exercising my discretion to dismiss these issues identified in the application without leave to reapply as these matters are not related. Leave to reapply is not an extension of any applicable time limit.

### **Issues to be Decided**

Should the Landlord's 10 Day Notice be cancelled?

If not, is the Landlord entitled to an Order of Possession pursuant to section 55(1) of the Act?

If not, is the Landlord entitled to a Monetary Order for unpaid rent pursuant to section 55(1.1) of the Act?

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.

M.M. testified that this tenancy began on November 1, 2025, with a monthly rent of \$1,250.00, due on the first day of the month, with a security deposit in the amount of \$625.00.

M.M. further testified that the 10 Day Notice was signed, dated, and posted to the Tenant's door on January 15, 2026.

M.M. testified that the Tenant owes the following amount in arrears:

December 2025:	\$1,250.00
January 2026:	\$1,250.00
February 2026:	\$1,250.00
Total amount claimed:	\$3,750.00

M.M.'s undisputed testimony is that no rent payments have been received from the Tenant since the 10 Day Notice was issued.

The Landlord requested an Order of Possession and a monetary order based on the 10 Day Notice.

## **Analysis**

### **Should the Landlord's 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).

M.M. testified that the 10-Day Notice was posted on the Tenant's door on January 15, 2026. In accordance with sections 88 and 90 of the Act, a notice posted to a door is deemed received five days later. I therefore find that the Notice was deemed received on January 20, 2026, giving the Tenant until January 25, 2026 to pay the arrears or dispute the Notice.

The 10 Day Notice states unpaid rent of \$3,750.00 was due on January 1, 2025. The effective date of the 10 Day Notice is January 30, 2026.

I accept the evidence and testimony before me that the Tenant has failed to pay the rent arrears owed in full within the five days granted under section 46(4) of the Act. Based on the foregoing, I find that the Tenant is conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on January 30, 2026.

Accordingly, the Tenant's application for cancellation of the Landlord's 10 Day Notice under sections 46 and 55 of the Act is dismissed, without leave to reapply.

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. I find that the Notice complies with section 52 of the Act.

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

Residential Tenancy Branch PG 54 states that the Arbitrator has the discretion to set the effective date of the order of possession and may do so based on what they have determined is appropriate given the totality of the evidence and submissions of the parties.

In exercising this discretion, I have considered that the Tenants owe unpaid rent to the Landlord and have not paid rent for three months. I have also considered that the Tenant has occupied the rental unit for less than six months. Given this relatively short period of occupancy, I find that it would not be unreasonable for the Tenant to vacate the unit within a two week timeframe.

In consideration of all the circumstances, I grant an Order of Possession to the Landlord effective by 1:00 PM on February 23, 2026, after service of this Order on the Tenant.

### **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.

Based on the undisputed evidence and testimony before me, I find that the Tenant owes rent in the amount of \$3,750.00. I find that the Landlord's Agent has established a claim for unpaid rent owing from December 1, 2025 to February 28, 2026, as follows:

December 2025:	\$1,250.00
January 2026:	\$1,250.00
February 2026:	\$1,250.00
Total outstanding:	\$3,750.00

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Therefore, I find the Landlord is entitled to a Monetary Award for unpaid rent under section 67 of the Act, in the amount of \$3,750.00.

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

Section 72 states that 'If the director orders a party to a dispute resolution proceeding to pay any amount to the other, the amount may be deducted in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.'

Pursuant to section 72 of the Act, I find that the Landlord is entitled to apply the security deposit in the amount of \$625.00, plus interest of \$0.99 calculated from November 1, 2025 to the date of this decision, as payment toward the outstanding balance. I find this leaves a balance of \$3,124.01 due to the Landlord.

**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 February 23, 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 in the Supreme Court of British Columbia.

I grant the Landlord a Monetary Order in the amount of **\$3,224.01** under the following terms:

<b>Monetary Issue</b>	<b>Granted Amount</b>
a Monetary Order for unpaid rent under section 67 of the Act	\$3,750.00
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 (\$625.00) plus interest (\$0.99)	-\$625.99
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>\$3,224.01</b>

The Landlord is provided with this Order in 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 and enforced in the Provincial Court of British Columbia (Small Claims Court).

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: February 17, 2026

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Residential Tenancy Branch