



DECISION

Introduction

This hearing dealt with the Tenant's January 14, 2026 Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- cancellation of the 10-Day Notice to End Tenancy (the "10-Day Notice")
- recovery of the Application filing fee.

The Landlord on January 7, 2026, filed an Application for:

- an order of possession stemming from the 10-Day Notice
- recovery of rent amounts
- recovery of the Application filing fee.

The Landlord attended the scheduled hearing; the Tenant did not attend.

Service of Notice of Dispute Resolution Proceeding

The Landlord confirmed the Tenant did not serve the Notice of Dispute Resolution Proceeding associated with their Application. Instructions accompanying the Notice of Dispute Resolution Proceeding sent to the Tenant by the Residential Tenancy Branch on January 14 were clear about the need to serve that document. By reason of the Tenant not serving the notice of their Application to the Landlord, I dismiss the Tenant's Application entirely, without leave to reapply.

The Landlord showed that they served the Notice of Dispute Resolution Proceeding, and associated evidence, to the Tenant via registered mail on January 14, 2026. This was 2 days after the Residential Tenancy Branch provided documentation to the Landlord on January 12. The registered mail information the Landlord provided (to show service) shows the registered mail notice was left for the Tenant at the rental unit address; however, mail was not retrieved from the post office.

The Landlord in the hearing set out that they provided their document evidence to the Tenant in same fashion, via registered mail.

I find the Landlord completed service as required

Issues to be Decided

- Is the Landlord entitled to an order of possession?
- Is the Landlord entitled to recovery of the Application filing fee?
- Is the Tenant entitled to recovery of the Application filing fee?

Background and Evidence

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant to my decision.

The Landlord provided a copy of the tenancy agreement that shows the tenancy starting on March 1, 2024. The rent amount of \$2,595 is payable on the 1st of each month. The Tenant paid a security deposit of \$1,297.50.

The Landlord in the hearing provided for a rent increase to \$2,795 per month. The Tenant, as of January 1, 2026, was expected to pay \$90 each month for 3 parking spaces. Additionally, there is a storage charge of \$60 per month as per the agreement.

The Landlord signed the 10-Day Notice on December 6, 2025. The Landlord served this document to the Tenant as per the email agreement in place since the start of the tenancy, as well as attaching it to the door of the rental unit.

The second page of the 10-Day Notice notes an outstanding unpaid rent amount of \$5,705.50 as of December 1, 2025. In the hearing, the Landlord testified that they received no payments of this amount owed. They also received no rent for January 2026, and February 2026.

The Landlord in the accounted for their knowledge of the Tenant remaining in the rental unit as of the date of this scheduled hearing.

Analysis

- **Is the Landlord entitled to an order of possession based on the 10-Day Notice?**

The *Act* s. 26 sets out that a tenant must pay the full amount of rent owing, or challenge any 10-Day Notice they are served. This must occur within 5 days as indicated on the document itself.

If a tenant does neither of those actions, they are conclusively presumed to have accepted that the tenancy is ending. This is set in s. 46(5) of the *Act*.

I find the Landlord served the 10-Day Notice to the Tenant via email, and on the rental unit door, on December 6, 2025. The Tenant had until December 14¹ to either pay the rent owed in full, or formally dispute the 10-Day Notice via the Residential Tenancy Branch.

I find the Tenant did not pay the required amount of rent, and made no application to dispute the tenancy-end notice by December 14. Due to the Tenant's failure to take either of these actions within that required 5 days, I find they are conclusively presumed to have accepted that the tenancy ended on December 18, the effective date on the 10-Day Notice.

I find the Tenant did not vacate the rental unit. The Landlord is entitled to an order of possession based on the 10-Day Notice. I find the document itself complies with the form and content requirements of s. 52; therefore, there was no information omitted by the Landlord and all required information was complete on the document.

- **Is the Landlord entitled to compensation for unpaid rent?**

The *Act* s. 26 provides that a tenant must pay rent to a landlord unconditionally on the designated day.

As per the *Residential Tenancy Branch Rules of Procedure*, Rule 7.12, a party to a hearing is entitled to amend a claimed amount, in light of a situation where a tenant is overholding after a set tenancy-end date that was not disputed. This is the basis for the Landlord's additional claim for rent owed for January 2026, and February 2026. This adds another \$2,672.75, per month, to the Landlord's claim.

I find the Landlord established a claim for unpaid rent in the amount of \$11,711. By s. 55(1.1) of the *Act*, I order the Tenant to pay this amount of compensation to the Landlord. This is based on my review of the 10-Day Notice which complies with the necessary points on form and content as per s. 52 of the *Act*.

- **Is the Landlord entitled to recover the Application filing fee?**

The Landlord was successful in this Application; therefore, I grant the Landlord recovery of the Application filing fee.

- **Is the Landlord entitled to retain all/part of the security deposit for compensation?**

¹ based on the deemed service provision – 3 days – as per s. 90(c) of the *Act*, as well as s. 44 of the *Residential Tenancy Regulation*

As per s. 72(2) of the *Act*, I allow the Landlord to retain the security deposit in full; this amount to the Landlord is \$1,297.50.

Conclusion

I dismiss the Tenant's Application for cancellation of the 10-Day Notice, without leave to reapply.

I grant an Order of Possession to the Landlord **effective TWO DAYS after the Landlord serves this Order of Possession on the Tenant.** Should the Tenant or anyone on the premises fail to comply with this Order of Possession, the Landlord may file this Order of Possession with the Supreme Court of British Columbia where it will be enforced as an Order of that Court.

Under s. 55(1.1) I grant the Landlord a Monetary Order in the amount of **\$10,513.50** for unpaid rent as set out above.

I provide the Landlord with this Monetary Order in the above terms and the Landlord must serve it to the Tenant as soon as possible. Should the Tenant fail to comply with this Monetary Order, the Landlord may file this Monetary Order in the Small Claims Division of the Provincial Court where it will be enforced as an Order of that Court.

I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: February 9, 2026

Residential Tenancy Branch