DECISION

Introduction

The Landlord seeks the following relief under the *Residential Tenancy Act* (the "*Act*"):

- an order of possession pursuant to s. 55 after issuing a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities signed on December 16, 2025 (the "10 Day Notice");
- a monetary order pursuant to s. 67 for unpaid rent and utilities; and
- return of the filing fee pursuant to s. 72.

The Tenants, in their own application, seek an order pursuant to ss. 62(3) and 46 cancelling the 10 Day Notice as well as an order under s. 66 for more time to do so.

This matter was adjourned pursuant to an interim decision dated January 27, 2026.

At the reconvened hearing, M.K.B. attended as the Landlord and had the assistance of G.S. who provided submissions on his behalf. S.H. and N.H. attended as the Tenants.

The parties affirmed to tell the truth during the hearing. I reminded the parties of Rule 6.11 of the Rules of Procedure, which prohibits them from recording the hearing themselves, and noted that the hearing was automatically recorded by the Residential Tenancy Branch.

Service of the Application and Evidence

As noted in my interim decision, the Landlord advised that his application was sent via registered mail to the rental unit. I ordered that the Landlord serve S.H. since she did not reside in the rental unit at the time, while also asking the Landlord to serve N.H. with a copy of the interim decision and the notice for the reconvened hearing.

N.H. confirmed he received a copy of the materials I ordered to have been served. I made findings that he was served with the Landlord's application in the interim decision. He raised no issue with this previous finding.

To restate what I found in the interim decision, I find that the Landlord served N.H. with his Notice of Dispute Resolution by way of registered mail sent to the rental unit on January 4, 2026 in accordance with s. 89(2)(b) of the *Act*. I deem under s. 90(a) having

been received by him on January 9, 2026, being 5 days after the registered mail was sent.

S.H. confirmed that she was served with a copy of the Landlord's application by email following the previous hearing, receiving it without issue as ordered in my interim decision. Accepting this, I find that S.H. was served with the Landlord's application in accordance with my interim decision pursuant to the order for substituted service I granted at that time.

Considering the issues raised by the Landlord's application, as well as the fact that the Tenants' application was discussed at the previous hearing and in the interim decision, I find under s. 71(2) of the *Act* that he was sufficiently served with the Tenants' application.

Both sides have provided a copy of the 10 Day Notice, which S.H. confirms having also received via photographs of the notice sent to her. I include this into evidence accepting it is in everyone's possession.

Issues to be Decided

1) Is the 10 Day Notice enforceable? If so, is the Landlord entitled to an order of possession and monetary order for unpaid rent?
2) Is the Landlord entitled to the filing fee on his application?

Evidence and Analysis

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

General Background

The parties confirm the following details with respect to the tenancy:

- The tenancy started in September 2025.
- Rent of $1,780.00 is due on the first day of each month.

I have not been given a copy of the tenancy agreement, though I accept the terms of the tenancy as confirmed by the testimony I received at the hearings for this matter.

I was further advised at the hearing on January 27, 2026 that this was a fixed-term tenancy ending in August 2026. I accept the undisputed testimony from the parties present at the hearing on that occasion regarding the fixed term tenancy.

I am told by S.H. and accept that she and N.H. are both listed as co-tenants under the tenancy agreement, having both signed the agreement. This point was undisputed by either the Landlord or N.H..

1) ***Is the 10 Day Notice enforceable? If so, is the Landlord entitled to an order of possession and monetary order for unpaid rent?***

A landlord may end a tenancy under s. 46(1) of the *Act* when a tenant fails to pay rent when it is due under the tenancy agreement by serving a notice to end tenancy on the tenant that is effective no sooner than 10-days after it is received.

Under s. 46(4) of the *Act*, a tenant, upon receipt of a notice to end tenancy issued under s. 46 of the *Act*, has 5-days to either pay the overdue rent listed in the notice or file an application to dispute the notice.

When a tenant files to dispute a notice to end tenancy issued under s. 46 of the *Act* within the time limit imposed by s. 46(4) of the *Act*, the onus for proving that the notice was properly issued rests with the landlord.

Service of the 10 Day Notice and Form and Content

G.S. testified that the Landlord served the 10 Day Notice by posting it to the rental unit door on December 16, 2025.

S.H. testified that she moved out of the rental unit on or about December 3 or 4, 2025, such that she only received the notice after the applications before me were filed. N.H. confirms he still resides in the rental unit and that he received the 10 Day Notice on December 16, 2025.

I find that the 10 Day Notice was served on the Tenants in accordance with s. 88(g) of the *Act*. I accept that it was received on December 16, 2025 as confirmed by N.H. at the hearing.

Review of the Tenant's application shows that he filed to dispute the 10 Day Notice on December 23, 2025. Considering the 10 Day Notice was admitted having been received on December 16, 2025, I find that the application disputing the notice was not filed within the 5-day time limit.

Even accounting for the fact that December 21, 2025 fell on a Sunday, s. 25 of the *Interpretation Act* would push the last day to file on the next business day, being Monday December 22, 2025. I find that the Tenants failed to dispute the 10 Day Notice within the time limit imposed by s. 46(4) of the *Act*. The Tenants have, however, requested additional time under s. 66 of the *Act*, which I will consider in the following section.

As per s. 46(2) of the *Act*, all notices issued under s. 46 must comply with the form and content requirements set by s. 52 of the *Act*.

I have reviewed the 10 Day Notice. It is signed and dated by the Landlord, states the address for the rental unit, sets out the grounds for ending the tenancy, and is in the approved form (RTB-30). There is no effective date listed in the 10 Day Notice. I find,

however, that this issue is automatically corrected by s. 53(1) of the *Act*, which sets the effective date to December 26, 2025 since it is the earliest date that complies with the notice requirements set by s. 46(1) of the *Act*. I find that the 10 Day Notice complies with the formal requirements of s. 52 of the *Act*.

There is a notation in the 10 Day Notice that the Tenants owe utilities, though noted next to the number are that $1,000.00 was paid in November, resulting in arrears for that month of $780.00. G.S. confirmed that this note was in error, with he and S.H. confirming utilities were in the Tenants' name. The total listed, being $2,560.00, was the cumulative arrears when the notice was served ($780.00 + $1,780.00).

I accept that this inclusion by the Landlord should not be in the 10 Day Notice. I find, however, that it does not render the notice invalid. The notations are clear that the amount listed were in addition to the arrears for December 2025 since arrears of $780.00 are noted for November 2025 after payment of $1,000.00. The Tenants would have understood the utilities were in their name as part of their tenancy agreement, as confirmed by S.H. at the hearing. There could be no confusion on what the Landlord was alleging in the 10 Day Notice.

Enforceability of the 10 Day Notice

Under s. 66(1) of the *Act*, I may extend a time limit imposed by the *Act*, but only in exceptional circumstances. Policy Guideline 36 provides guidance on what may be considered exceptional circumstances. It states the following:

> **Exceptional Circumstances**
>
> The word "exceptional" means that an ordinary reason for a party not having complied with a particular time limit will not allow an arbitrator to extend that time limit. The word "exceptional" implies that the reason for failing to do something at the time required is very strong and compelling. Furthermore, as one Court noted, a "reason" without any force of persuasion is merely an excuse Thus, the party putting forward said "reason" must have some persuasive evidence to support the truthfulness of what is said.
>
> Some examples of what might not be considered "exceptional" circumstances include:
>
> - the party who applied late for arbitration was not feeling well
> - the party did not know the applicable law or procedure
> - the party was not paying attention to the correct procedure
> - the party changed his or her mind about filing an application for arbitration
> - the party relied on incorrect information from a friend or relative
>
> Following is an example of what could be considered "exceptional" circumstances, depending on the facts presented at the hearing:
>
> - the party was in the hospital at all material times

> The evidence which could be presented to show the party could not meet the time limit due to being in the hospital could be a letter, on hospital letterhead, stating the dates during which the party was hospitalized and indicating that the party's condition prevented their contacting another person to act on their behalf.
>
> The criteria which would be considered by an arbitrator in making a determination as to whether or not there were exceptional circumstances include:
>
> - the party did not wilfully fail to comply with the relevant time limit
> - the party had a bona fide intent to comply with the relevant time limit
> - reasonable and appropriate steps were taken to comply with the relevant time limit
> - the failure to meet the relevant time limit was not caused or contributed to by the conduct of the party
> - the party has filed an application which indicates there is merit to the claim
> - the party has brought the application as soon as practical under the circumstances

As noted above, S.H. was unaware of the 10 Day Notice since she moved out of the rental unit in early December 2025. She did not take any position related to whether the 10 Day Notice should or should not be enforced since she no longer resides in the rental unit, with the Tenants' application having been served by N.H..

N.H. explained that he filed to dispute the 10 Day Notice the day after he received it. With respect, that is inconsistent with his testimony where he confirmed receipt of the 10 Day Notice on December 16, 2025. N.H. provided no further explanation for his delay in filing to dispute the 10 Day Notice.

I find that the Tenants have failed to establish that exceptional circumstances are present warranting a time extension are present. Indeed, N.H. provided contradictory testimony where he both said he received the 10 Day Notice on December 16, 2025, then filing to dispute it the next day. Again, he initiated his application on December 23, 2025.

I decline to grant a time extension under s. 66(1) of the *Act* under the circumstances.

As a result, I find that s. 46(5) of the *Act* has been triggered, which means the Tenants are conclusively presumed to have accepted the end of their tenancy and are required to vacate by its effective date. The Tenants' application to cancel the 10 Day Notice is, therefore, dismissed.

Even if the Tenants' application was filed on time, I still would have enforced the 10 Day Notice. It is undisputed that the Tenants paid $1,000.00 in rent in November 2025 and no rent payments since that time. S.H. says she made payment of $1,000.00 by e-transfer on November 3, 2025, with N.H. confirming he made no payment to the Landlord as he paid S.H., who then paid the Landlord.

N.H. asserted he had no means of paying the Landlord rent since S.H. did so and says that he had no means of knowing how to pay rent. The 10 Day Notice lists the Landlord's contact information, including his phone numbers. I asked N.H. whether he called the Landlord or contact him at his address for service to enquire on how to pay rent. N.H. said he did not and provided no explanation for why he failed to do so.

The Landlord did not receive full payment for rent on November 1, 2025, nor paid rent at all on December 1, 2025. I find that he was well within his rights to serve the 10 Day Notice on December 16, 2025 for the arrears to that date. The Tenants, namely N.H., did not pay any money on the arrears in the 10 Day Notice, nor any money since then.

Further, N.H. outright failed to take any steps to pay the Landlord at all. It is not the Landlord's job to chase down the tenants to pay rent with the obligation to pay being squarely with the Tenants. When faced with the possibility of eviction upon receipt of the 10 Day Notice, any reasonable tenant who wished to pay rent would have taken steps to contact their landlord to arrange for payment. There is no explanation for why that was not done by N.H., such that I find his non-payment to be inexcusable.

In short, the Landlord has established he is owed rent and that the tenancy must end.

Order of Possession

Section 55(1) of the *Act* provides that where a tenant's application to cancel a notice to end tenancy is dismissed and the notice complies with s. 52, then I must grant the landlord an order for possession.

A landlord may request an order of possession under s. 55(2)(b) of the *Act* where they have served a notice to end tenancy and the tenant has not disputed the notice within the prescribed time limit.

I find that both ss. 55(1) and 55(2)(b) of the *Act* apply. I grant the Landlord an order of possession considering the 10 Day Notice is valid and enforceable.

Policy Guideline 54 provides guidance on setting the effective date of an order of possession, suggesting 7 days is generally appropriate though some factors may weigh toward a longer or shorter period.

In this case, I accept that the Landlord has not been paid since November 3, 2025 and that there is urgency to end the tenancy as soon as is possible to mitigate the loss. Similarly, I accept that this has been a short tenancy starting in September 2025, such that there are no obvious factors militating toward a longer period.

Considering this, I grant the Landlord an order of possession effective within 7 days of its receipt by the Tenants.

Order for Unpaid Rent

Under s. 67 of the *Act*, the Director may order that one party compensate the other if damage or loss result from their failure to comply with the *Act*, regulations, or tenancy agreement.

Policy Guideline 16, summarizing the relevant principles from ss. 67 and 7 of the *Act*, sets out that to establish a monetary claim, the arbitrator must determine whether:

1. A party to the tenancy agreement has failed to comply with the *Act*, the regulations, or the tenancy agreement.
2. Loss or damage has resulted from this non-compliance.
3. The party who suffered the damage or loss can prove the amount of or value of the damage or loss.
4. The party who suffered the damage or loss mitigated their damages.

The applicant, in this case the Landlord, seeking a monetary award bears the burden of proving their claim.

Pursuant to s. 26(1) of the *Act*, a tenant must pay rent when it is due whether or not the landlord complies with the *Act*, the Regulations, or the tenancy agreement unless the *Act* grants the tenant the right to deduct all or a portion of the rent.

Under s. 57(3) of the *Act*, a landlord may seek compensation from an overholding tenant, which is a tenant who remains in the rental unit after the tenancy has ended, for the period in which they overhold the rental unit.

It is undisputed that the last payment made to the Landlord was $1,000.00 on November 3, 2025. I find that the Tenants failed to pay rent under their tenancy agreement as required under the agreement and s. 26(1) of the *Act*. I further find that the Tenants overheld the rental unit after December 26, 2025, resulting in lost rental income for January and February 2026, which I assess at the same rate as rent owed under the tenancy agreement.

I appreciate that S.H. moved out of the rental unit in early December 2025. However, I find she is ultimately liable even though N.H. is the one who overheld the rental unit. Co-tenants are jointly and severally liable for all obligations to their landlord under the tenancy agreement. This means irrespective of who may be responsible for an individual breach, both co-Tenants are responsible for making the Landlord whole.

Further, this was a fixed term tenancy ended in August 2026. S.H. could not end her tenancy by simply moving out, nor would a notice to end tenancy given to the Landlord have done so until the end of the fixed term considering s. 45 of the *Act*. Simply put, S.H. is equally liable with her co-tenant N.H. for lost rental income to the Landlord as a term of her tenancy agreement with him.

I find that the Landlord has established breaches of the tenancy agreement and s. 26(1) of the *Act* for unpaid rent and lost rental income for the overholding period under s. 57(3) of the *Act*. I accept he suffered a loss of $6,120.00 ($780.00 + $1,780.00 + $1,780.00 + $1,780.00), which could not have been mitigated considering the rental unit is still occupied.

I note that this amount exceeds what the Landlord claims in his application. However, I permit an amendment under Rule 7.12 of the Rules of Procedure considering the increased arrears were reasonably foreseeable given the passage of time.

Accordingly, I grant the Landlord a monetary order under s. 67 of the *Act* totalling $6,120.00 for lost rental income between November 1, 2025 and February 28, 2026.

2) Is the Landlord entitled to the filing fee on his application?

I find that the Landlord was successful on his application and is entitled to his filing fee. I order under s. 72(1) of the *Act* that the Tenants pay his $100.00 filing fee.

Conclusion

The Tenants' application is dismissed without leave to reapply.

I grant the Landlord an order of possession under s. 55 of the *Act*. The Tenants shall provide vacant possession of the rental unit to the Landlord within **seven (7) days** of receiving the order of possession.

I grant the Landlord a monetary order for lost rental income under s. 67 of the *Act* in the total amount of $6,120.00. I grant the Landlord his filing fee and order under s. 72(1) of the *Act* that the Tenants pay him an additional $100.00. In total, I order under ss. 67 and 72(1) of the *Act* that the Tenants pay **$6,220.00** to the Landlord ($6,120.00 + $100.00).

The Landlord must serve a copy of the monetary order and order of possession on the Tenants. Since S.H. no longer resides at the rental unit, the Landlord may serve her via email considering a substitutional service order has been granted in this matter.

The order of possession may be enforced by the Landlord at the Supreme Court of British Columbia. The monetary order may be enforced by the Landlord at the Provincial 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: February 20, 2026

Residential Tenancy Branch