

DECISION

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear linked applications.

The Tenant's January 12, 2026 Application for Dispute Resolution under the Act is for:

- Cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 of the Act.

The Landlord's January 14, 2026 Application for Dispute Resolution under the Act is for:

- An Order of Possession under a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice) pursuant to sections 46 and 55;
- A Monetary Order for loss under the Act, the regulation or tenancy agreement, pursuant to section 67 of the Act;
- An authorization to retain all or a portion of the security deposit, under section 38;
- An authorization to recover the filing fee for this application, under section 72.

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

The Landlord states that they never received a Proceeding Package or any evidence from the Tenant.

The Landlord says that they sent their Proceeding Package and all evidence to the Tenant at the rental unit by Canada Post registered mail on January 16, 2026. The Landlord provided the tracking number to substantiate service. The Canada Post tracking site indicates that, despite attempted delivery and a delivery notice card for pickup, the Tenant never claimed the registered mail.

The Tenant cannot avoid service by failing to pick up the registered mail. I deem the Tenant was served with the Proceeding Package and the evidence on January 21, 2026, in accordance with sections 88, 89 and 90(1) of the Act – the fifth day after registered mailing.

Preliminary Matters

Should the hearing proceed without the Tenant?

The Landlord and I were in the teleconference for a total of 40 minutes, until 10:10 AM. I checked the internal case management system the day of the hearing for any record of contact from the Tenant. Rule of Procedure 7.8 requires the Tenant to have a representative attend the hearing and ask for an adjournment if they require one.

The Landlord was ready to proceed. In the absence of any contact from the Tenant to request an adjournment, I proceeded with the hearing as permitted by Rule 7.3.

Additional unpaid rent while waiting for the hearing

At the outset of the hearing the Landlord sought to increase their monetary claim from \$2,000.00 to \$4,000.00 to reflect the Tenant's failure to pay \$2,000.00 in monthly rent for February 2026, the additional month of unpaid rent waiting for this hearing.

Residential Tenancy Branch Rules of Procedure, Rule 4.2, 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.

Issues to be Decided

Is the Landlord entitled to an Order of Possession based on a 10 Day Notice to end tenancy? Or should the 10 Day Notice be cancelled?

Is the Landlord entitled to compensation for unpaid rent and/or utilities?

Is the Landlord authorized to retain any portion of the security and/or pet damage deposit?

Is the Landlord entitled to recover their filing fee from the Tenant?

Background and Evidence

The Landlord states that this tenancy started on November 15, 2025, with \$2,000.00 rent due on the first day of each month. The Landlord collected a \$1,000.00 security deposit on November 19, 2025.

The Landlord says that the Tenant failed to pay January 2026 rent, and therefore, on January 2, 2026, the Landlord signed and issued a 10 Day Notice the end tenancy for unpaid rent. The 10 Day Notice was sent to the Tenant at the rental unit via Canada Post registered mail on January 2, 2026. The Canada Post tracking website indicates that the Tenant picked up the 10 Day Notice on January 7, 2026. The Tenant disputed the 10 Day Notice on January 12, 2026.

The 10 Day Notice indicated a move-out date of January 13, 2026, and listed \$2,000.00 owing that was due on January 1, 2026. The Landlord states that, as of the date of this hearing, the Tenant has not paid any portion of January 2026 rent or February 2026 rent, and that the Tenant continues to occupy the rental unit. The Landlord asserts that the Tenant owes \$4,000.00 of rent.

Analysis

Is the Landlord entitled to an Order of Possession based on a 10 Day Notice to end tenancy? Or should the 10 Day Notice be cancelled?

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(s) do 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).

I find that the 10 Day Notice was duly served to the Tenant on January 7, 2026, and that the Tenant had until January 12, 2026, to dispute the 10 Day Notice or to pay the full amount of the arrears. The Tenant disputed the notice within the required timeline but has not attended the hearing to present any evidence or testimony explaining their arguments as to why the 10 Day Notice should be dismissed.

I note that section 26(1) of the Act indicates that a tenant must pay rent when it is due under the tenancy agreement, regardless of whether the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent. The Tenant has not presented any right to deduct any portion of rent.

I found the Landlord's undisputed testimony regarding unpaid rent from January and February 2026 to be convincing.

For the above reasons, the Tenant's application 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 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 except for the effective date, which was incorrect. This is not a fatal flaw with the 10 Day Notice because effective dates are automatically corrected to the earliest possible date in accordance with section 53 of the Act. In this case, it is corrected to January 17, 2026.

Therefore, I find that the Landlord is entitled to an Order of Possession.

Is the Landlord entitled to compensation for unpaid rent and/or utilities?

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

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent in the amount of \$4,000.00 representing January and February 2026 unpaid rent.

Is the Landlord authorized to retain any portion of the security deposit and/or pet damage deposit?

In accordance with section 72 of the Act, I authorize the Landlord to retain the full security deposit plus all accrued interest valued at \$1,001.12 in partial satisfaction of the unpaid rent.

Is the Landlord entitled to recover their filing fee from the Tenant?

As the Landlord was successful in their application, I authorize the Landlord to recover their \$100.00 filing fee from the Tenant.

Conclusion

I grant an Order of Possession to the Landlord **effective seven (7) days 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 also grant a Monetary Order to the Landlord in the amount of **\$3,098.88** under the following terms:

Monetary Issue	Granted Amount
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January 2026 rent	\$2,000.00
February 2026 rent	\$2,000.00
Security deposit plus interest	-\$1,001.12
Filing fee	\$100.00
Total Amount	\$3,098.88

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 if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

The Tenant's application seeking to cancel the 10 Day Notice dated January 2, 2026, is dismissed without leave to reapply.

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 10, 2026

Residential Tenancy Branch