

DECISION

Introduction

This hearing dealt with cross applications.

The Tenant filed an Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act

The Landlord filed an Application for Dispute Resolution under the Act for:

- an Order of Possession for unpaid rent under section 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act
- recovery of the filing fee paid for this application under section 72 of the Act

Service of Proceeding Packages

The Landlord acknowledged receiving the Tenant's proceeding package in his drop box, even though that is not one of the required methods of service under section 89 of the Act. I deemed the Landlord sufficiently served under section 71 of the Act since the Landlord received the Tenant's package.

The Landlord's agent testified that the Landlord's proceeding package was sent to the Tenant by registered mail on January 20, 2026 although it was unclaimed and returned to sender yesterday. The Landlord provided the registered mail receipt, including tracking number, to confirm this service. Under section 90 of the Act, I find the Tenant is deemed to have received the Landlord's proceeding package five days after mailing, on January 25, 2026.

Preliminary and Procedural Matter(s)

The Tenant's application and the Landlord's application had different entities identified as the Landlord. I amended both of the applications to name the Landlord as it appears on the Notices of Rent Increase and the authorization letter provided for the Landlord's agent.

The Tenant had requested an extension of time to make his Application for Dispute Resolution. It is uncertain when the Tenant actually received the 10 Day Notice since it was posted to the rental unit door on January 8, 2026. Under section 90 of the Act, a person is deemed to have received a document three days after it is attached to the door. In the absence of evidence when the Tenant actually received the 10 Day Notice, I apply the deeming provision of section 90 and I find the Tenant received the 10 Day Notice three days after posting to the door, on January 11, 2026. Since the Tenant filed to dispute the 10 Day Notice on January 16, 2026 I am satisfied the Tenant filed his Application for Dispute Resolution to dispute the 10 Day Notice within the five days permitted under section 46 of the Act and the Tenant does not require an extension of time. Therefore, I proceed on the basis the 10 Day Notice was disputed by the Tenant within time.

Evidence and analysis

The tenancy started on May 1, 2021 with a former Landlord. The monthly rent was originally set at \$1,200.00, due on the first day of every month. The rent has increased a number of times by way of Notices of Rent Increase and starting on January 1, 2026 the monthly rent is \$1,332.00.

The Landlord submitted the Tenant did not pay rent for January 2026 and on January 8, 2025 the Landlord's agent posted the 10 Day Notice to the rental unit door. The Landlord's agent testified that the Tenant argued with him that the rent had been paid but the agent told the Tenant it had not. The Landlord's agent gave the Tenant the Landlord's banking information so that the Tenant may make a deposit to the Landlord's bank account and provide a copy of the transaction receipt to the agent, but this did not happen. The Landlord's agent testified that the Tenant had ordinarily paid rent by cheque but a cheque for January 2026 rent was not presented either. As of the date of this hearing, the Landlord has not yet received the rent for January 2026; however, the Tenant presented payment for February 2026, and the Landlord gave the Tenant a receipt for use and occupancy only.

In filing his Application for Dispute Resolution, the Tenant stated the Landlord refused to accept his late payment for January 2026. The Landlord's agent denied that to be accurate and testified that no payment was presented for January 2026.

The Landlord seeks a Monetary Order for the unpaid rent for January 2026 and an Order of Possession effective February 28, 2026 in recognition of the monies paid for February 2026, or seven (7) days after service upon the Tenant.

Under section 26 of the Act, a Tenant is required to pay rent when due in accordance with their tenancy agreement, even if the Landlord has violated the Act, regulations or tenancy agreement, unless the Tenant has a legal right to withhold rent unless the Tenant has a legal right under the Act to withhold rent.

Where a Tenant does not pay rent the Landlord is at liberty to serve the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent. When a Tenant receives a 10 Day Notice the Tenant has five days to pay the outstanding rent to nullify the 10 Day Notice or the Tenant has five days to dispute the 10 Day Notice by filing an Application for Dispute Resolution.

I accept the unopposed evidence before me that the Tenant was required to pay rent of \$1,332.00 on the first day of every month starting January 1, 2026 and the Tenant has failed to do so for the month of January 2026. I also accept that the Landlord posted the 10 Day Notice to the Tenant's door on January 8, 2026 and the Tenant is deemed to be in receipt of the 10 Day Notice three days later, on January 11, 2026. The Tenant failed to dispute the 10 Day Notice but did not establish to my satisfaction that the Landlord refused to take payment for January 2026 or any other basis under the Act for not paying rent for January 2026. I also accept the landlord's testimony that no payment was ever presented for January 2026. Therefore, I find no basis to cancel the 10 Day Notice and I dismiss the Tenant's request that I cancel it.

Upon review of the 10 Day Notice, I am satisfied that it meets the form and content requirements of section 52 of the Act and I uphold the notice. Provided to the Landlord with this decision is an Order of Possession effective February 28, 2026 in recognition the Landlord accepted monies for use and occupancy from the Tenant for the month of February 2026.

Also provided to the Landlord is a Monetary Order for the unpaid rent for January 2026 in the amount of \$1,332.00 under section 67 of the Act. I further award the Landlord recovery of the \$100.00 filing fee the Landlord paid for its application under section 72 of the Act.

Conclusion

The Landlord's application for an Order of Possession is granted. The Landlord is provided an Order of Possession effective on February 28, 2026 to serve and enforce upon the Tenant. The Order of Possession is enforceable as an Order of the Supreme Court of British Columbia.

The Landlord's application for a Monetary Order for unpaid rent and recovery of the filing fee is granted. The Landlord is provided a Monetary Order in the sum of \$1,432.00 to serve and enforce upon the Tenant. 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).

The Tenant's application 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 13, 2026

Residential Tenancy Branch