

## **DECISION**

### **Introduction**

This hearing dealt with the Tenant's 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
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

and the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) 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

Landlord M.B. and Landlord OTH A.B., attended the hearing for the Landlord.

No one attended the hearing for the Tenant.

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

The Landlord's advocate affirms that on January 30, 2026, she observed K.K.K remove both copies of the Proceeding Packages from their door, which she further affirms she had posted there moments earlier. I find that the Landlord's Proceeding Package was served to the Tenant in accordance with the Act.

The Landlord denies receiving the Tenant's Proceeding Package. As such, I find that it was not served to the Landlord in accordance with the Act.

### **Service of Evidence**

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

Based on the submissions before me, I find that the Tenant's evidence was not served to the Landlord in accordance with section 88 of the Act. The Landlord affirms not receiving any evidence from the Tenant.

## **Preliminary Matters**

At the outset of the hearing the Landlord sought to increase their monetary claim from \$4300.00 to \$8600.00 to reflect the Tenant's failure to pay \$4300.00 of monthly rent for February 2026, the additional month of unpaid rent waiting for this hearing.

Rule of Procedure 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.

## **Issues to be Decided**

Is the Tenant entitled to more time to apply to cancel the landlord's 10 Day Notice? Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to a Monetary Order for unpaid rent?

Is the Tennant entitled to recover the filing fee for this application from the Landlord?

## **Facts 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.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

The Landlord provided a copy of the tenancy agreement, signed by all parties, showing a December 1, 2025, start date and a monthly rent of \$4350.00 due on the first day of each month. The Landlord affirms he lowered the rent to \$4350.00 because the Tenant put the wifi under their own name.

The Landlord provided a copy of an RTB-34 Proof of Service: Notice to End Tenancy. It states the 10 Day Notice was served to the Tenant by posting said notice on the Tenant's door on January 7, 2026. I find that, per section 90 of Act, the Tenant is deemed served with the 10 Day Notice on January 10, 2026.

The Landlord provided a copy of the 10 Day Notice. It is signed January 7, 2026, with a move out date of January 17, 2026. It requests \$4300.00 of unpaid rent that was due on

January 1, 2026. I find the 10 Day Notice to be a valid notice to end tenancy under section 52 of the Act.

The Landlord affirms the requested unpaid rent was for January 2026 and it remains unpaid in its entirety. He further affirms that February 2026 rent of \$4300.00 is also unpaid in its entirety.

**Is the Tenant entitled to more time to apply to cancel the landlord's 10 Day Notice? 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(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 10, 2026, and that the Tenant had until January 15, 2026, to dispute the 10 Day Notice or to pay the full amount of the arrears.

Rule of Procedure 3.5 reads as follows:

During the hearing or conference, the applicant must be prepared to demonstrate to the satisfaction of the director that each respondent was served with the Notice of Dispute Resolution Proceeding Package and all evidence as required by the Act and these Rules of Procedure. If the applicant cannot demonstrate that each respondent was served as required by the Act and the Rules of Procedure, the director may adjourn the application or dismiss it with or without leave to reapply.

Rule of Procedure (RoP) 7.1 states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. RoP 7.3 states that 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, or dismiss the application, with or without leave to re-apply.

Flowing from my finding that the Tenant did not serve their Proceeding Package to the Landlord, and as they did not attend this hearing, I dismiss, without leave to reapply, their application to cancel the 10 Day Notice, and for an extension of the time to do so.

As the Landlord affirms the rent requested in the 10 Day Notice remains unpaid, I find they are entitled to an Order of Possession under sections 46 and 55 of the Act

**Is the Landlord entitled to a Monetary Order for unpaid rent?**

Section 55(1.1) of the Act states that if an application referred to in subsection (1) is in relation to a landlord's notice to end a tenancy under section 46 [landlord's notice: non-payment of rent], and the circumstances referred to in subsection (1) (a) and (b) of this section apply, the director must grant an order requiring the payment of the unpaid rent.

I find that the Landlord has established a claim for \$8600.00 in unpaid rent for January and February of 2026. Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 55 and 72 of the Act.

**Is the Tennant entitled to recover the filing fee for this application from the Landlord?**

As the Tenant was not successful in this application, the Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

**Conclusion**

I grant an Order of Possession to the Landlord **effective seven (7) days after service of this Order on the Tenant(s)**. Should the Tenant(s) or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I grant the Landlord a Monetary Order in the amount of **\$8600.00** under the following terms:

<b>Monetary Issue</b>	<b>Granted Amount</b>
a Monetary Order for unpaid rent under sections 55 and 67 of the Act	\$8600.00
<b>Total Amount</b>	<b>\$8600.00</b>

The Landlord is provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible. Should the Tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that 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 13, 2026

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Residential Tenancy Branch