

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) under sections 46 and 55 of the Act

The Landlord R.A. attended the hearing for the Landlord

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

Under section 71(2) of the Act, the arbitrator may determine that a record not served in accordance with section 88 or 89 is sufficiently given or served for purposes of this Act. Residential Tenancy Branch Policy Guideline 12 states that the purpose of service has been fulfilled once notice has been received.

The Landlord testified that they received the Notice of Dispute Application from the Residential Tenancy Branch after calling in. The Landlord confirmed that they were aware of the nature of the dispute and wished to continue with the hearing. I find that the Landlord was sufficiently served under section 71(2) of 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.

No evidence was received by the Residential Tenancy Branch from the Tenants.

Preliminary Matters

This hearing was scheduled to commence at 9:30 A.M. The Landlord and I were in the teleconference for a total of 29 minutes, until 9:59 A.M. The Tenants did not attend. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into this teleconference.

Rule of Procedure 7.3 allows a hearing to continue in the absence of a party. Accordingly, I conducted the hearing in the absence of the Tenants.

Issues to be Decided

Are the Tenants entitled to cancellation of the Landlord's 10 Day Notice? If not, is the Landlord entitled to a Monetary Order and an Order of Possession?

Background and Evidence

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

Evidence was provided showing that this tenancy began on February 15, 2020, with a \$500.00 security deposit. The current monthly rent is \$1,100.00 due on the 15th day of the month.

The Landlord testified that the Tenants did not pay the full rent for the month of May 2025 because only they paid \$900.00. The Tenants next paid \$500.00 rent on June 24, 2025. The Tenants often paid their rent in two payments per month, and the Landlord applied the payment towards the May rent owing. The Landlord requested the remaining rent for May and June, but the Tenants told the Landlord that they could not pay it.

The Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent by posting it on the Tenants' door on June 24, 2025 (the "10 Day Notice".) It stated that the Tenants failed to pay \$800.00 on June 1, 2024. The Landlord testified that they made an error, and the 10 Day notice should have said \$800.00 was due on the June 15, 2025.

The Landlord testified that on July 15, 2025, the Tenants failed to pay any rent, making their balance owing \$1,900.00. on July 24, 2025, the day before the hearing, the Tenants paid \$900.00 rent. The Landlord requested the remaining arrears of rent, but the Tenants failed to pay it.

As of the date of the hearing, the Landlord testified that the Tenants owe \$1,000.00 arrears of rent.

Analysis

Are the Tenants entitled to cancellation of the Landlord's 10 Day Notice? If not, is the Landlord entitled to a Monetary Order and an Order of Possession?

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations, or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

Under section 46 of the Act, a Landlord may issue a Notice to End Tenancy if the Tenant fails to pay rent when it is due. Section 46(5) 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.

I find that the 10 Day Notice was served to the Tenants on June 27, 2025, three days after it was posted on their door. The Tenants filed their application for dispute on June 27, 2025, which is within the required timeframe. However, the Tenants did not attend the hearing and provided no documentary evidence.

I accept the undisputed sworn testimony of the Landlord that the Tenants have not paid their arrears of rent after receiving the 10 Day Notice. I accept the Landlord's testimony that there was no reason under the Act that would allow the Tenant's not to pay rent.

Section 55(1) of the Act states that, if the Landlord's notice to end tenancy complies with section 52 of the Act, the director must grant the Landlord an Order of Possession if the Landlord's notice to end tenancy is upheld during the dispute resolution proceedings. Having reviewed the Landlord's notice to end tenancy, I find it complies with the form and content as set out in section 52. The 10 Day Notice is upheld due to the Tenants' failure to pay rent when due. Accordingly, I grant the Landlord an Order of Possession.

The 10 Day Notice has been completed properly. I uphold the Landlord's 10 Day Notice and dismiss the Tenant's application to cancel the 10 Day Notice. I grant an Order of Possession for the Landlord seven days after service upon the Tenants.

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

Section 55(1.1) of the Act states that if a tenant makes an application to set aside a Landlord's notice to end tenancy under section 25 of the Act for non-payment of rent, and the application is dismissed the Arbitrator must grant the Landlord an order requiring repayment of the unpaid rent.

I accept the undisputed sworn testimony of the Landlord that the Tenants owe \$1,000.00 in arrears of rent. I find that the Landlord is entitled to a Monetary Order for unpaid rent for July 2025.

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

The Tenants provided the Landlord with a \$500.00 security deposit at the start of the tenancy, which has accrued \$26.34 in interest under the regulations. Thus, the value of the security deposit is \$526.34 as of the date of this hearing.

Section 72(2)(b) of the Act states that if there is an amount owing from the Tenants to the Landlord, an arbitrator may deduct that amount from a security or pet deposit due to the tenant.

Under sections 72 of the Act, I allow the Landlord to retain the Tenants' security and pet damage deposits of \$526.34, plus interest, in partial satisfaction of the monetary award.

Under section 67 of the Act, the Landlord is to a Monetary Order for unpaid rent under section 67 of the Act, in the amount of \$473.66 (\$1,000.00 - \$526.34)

Conclusion

I grant an Order of Possession to the Landlord effective seven (7) days after service of this Order on the Tenants. Should the Tenant 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 \$473.66 under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 67 of the Act	\$1,00.000
authorization to retain all of the Tenants' security deposit in partial satisfaction of the Monetary under section 72 of the Act	-\$526.34
Total Amount	\$473.66

The Tenant's applications 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.

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: July 28, 2025

Residential Tenancy Branch