

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 under sections 46 and 55 of the Act
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act

This hearing also 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 under sections 46 and 55 of the Act
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act

No one attended the hearing for the Tenant.

Agent M.K. attended the hearing for the Landlord.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

On behalf of the Landlord, M.K. testified that they did not receive the Proceeding Package or any evidence from the Tenant. M.K. submitted that they received the hearing details directly from the Residential Tenancy Branch and, despite not being formally served with the Proceeding Package, chose to attend the hearing.

Considering the above, I find that the Landlord was aware of the hearing and had the opportunity to participate. The Tenant, who initiated the dispute resolution process, did not attend the hearing. Given that the Tenant filed the applications, I find it reasonable to conclude that they were aware of the date and time of the hearing.

In the circumstances, I determined that it was appropriate to proceed with the hearing.

Service of Evidence

M.K. testified the Landlord's evidence was served on the Tenant by attaching it to the Tenant's door on September 8, 2025. I find the Tenant is deemed to have received the Landlord's evidence on September 11, 2025, in accordance with section 88 of the Act, the third day after it was attached to the door.

The Tenant did not provide any evidence for the hearing.

Preliminary Matters

Dismissed Issues

The following issues are dismissed with leave to reapply:

- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act,
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act,
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act, and
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act.

Under Rule 6.2 of the Residential Tenancy Branch Rules of Procedure, an Arbitrator may sever or dismiss unrelated disputes contained in a single application, with or without leave to reapply, if deemed appropriate during the dispute resolution proceeding.

Aside from the Tenant's application to cancel the Notices to End Tenancy (the 10 Day Notices), I am exercising my discretion to dismiss the remaining issues with leave to reapply. These issues are not related to the primary matter, and the Tenant, who bears the burden of proof, did not attend the hearing or submit any documentary evidence. Leave to reapply does not extend or alter any applicable time limits.

Amount of Unpaid Rent

M.K. sought to increase the Landlord's monetary claim to include unpaid rent for September and October 2025. The request to include September 2025's rent was based on it being an additional month of unpaid rent accrued while awaiting this hearing. The request to include October 2025's rent was made on the grounds that the Tenant appeared to have vacated the rental unit on September 15, 2025, without providing 30 days' notice.

Residential Tenancy Branch Rules of Procedure, Rule 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 to include September 2025's rent as this was clearly rent that the Tenant would have known about and resulted since the Tenant submitted the applications.

However, I do not allow the amendment to include October 2025's rent. The Tenant is not required to provide 30 days' notice if the Landlord has already issued a notice to end the tenancy. Furthermore, as of the date of the hearing, rent for October 2025 was not yet due.

Issues to be Decided

Should the 10 Day Notices be cancelled? If not, is the Landlord entitled to an Order of Possession?

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

Background and Evidence

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

M.K. submitted that this tenancy began on October 14, 2023, with a monthly rent of \$2328.00, due on the first day of the month, with a security deposit in the amount of \$1,125.00.

The Landlord provided copies of 10 Day Notices dated September 10, 2024, March 10, 2025, June 10, 2025, July 9, 2025, and August 7, 2025, each of which M.K. testified were served on the Tenant by attaching it to their door. M.K. testified that they also served a 10 Day Notice dated September 9, 2025, on the Tenant by attaching it to their door.

M.K. testified that the September 10 Day Notice indicates the Tenant owes \$6,877.00 in unpaid rent as of September 1, 2025. The Landlord testified that the Tenant has not made any payment since receiving the July 10 Day Notice. Therefore, the Landlord testified that as of the date of the hearing, the Tenant owes \$6,877.00 in unpaid rent.

The Tenant did not attend the hearing or provide any evidence for the hearing.

Analysis

Should the 10 Day Notices 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 does 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).

The Tenant's applications disputed the 10 Day Notices issued in July and August 2025. I accept M.K.'s testimony that each notice was served by affixing it to the Tenant's door. Accordingly, I find that the Tenant was deemed to have been served with the July notice on July 12, 2025, and the August notice on August 10, 2025, three days after each was posted.

The Tenant filed their applications on July 14, 2025, and August 12, 2025, respectively. Both applications were submitted within the required timelines.

I accept M.K.'s undisputed affirmed testimony that the Tenant owes \$6,877.00 in unpaid rent as of September 1, 2025. The Tenant did not provide any legal reason to withhold rent.

For the above reasons, the Tenant's application for cancellation of the 10 Day Notices under sections 46 and 55 of the Act is dismissed, without leave to reapply.

Is the Landlord entitled to an Order of Possession based on a Notice to End Tenancy?

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 10 Day Notices comply with section 52 of the Act.

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

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 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 10 Day Notices comply with section 52 of the Act.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent.

Under section 72(2)(b) of the Act, I allow the Landlord to retain the Tenant's security deposit of \$1,125.00, plus interest, in partial satisfaction of the monetary award.

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 of the Supreme Court of British Columbia.

I grant the Landlord a Monetary Order in the amount of **\$5,708.87** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 55 of the Act	\$6,877.00
authorization to retain the Tenant's security deposit in partial satisfaction of the Monetary Order under sections 38 and 72 of the Act	-\$1,125.00
amount of interest owed on the security deposit from October 14, 2023, to the date of this Order	-\$43.13
Total Amount	\$5,708.87

The Landlord is provided with this Order in the above terms and 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 Provincial Court of British Columbia (Small Claims Court).

The Tenant's application for cancellation of the 10 Day Notices 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: September 18, 2025

Residential Tenancy Branch