



DECISION

Introduction

This hearing dealt with Cross Applications including:

The Tenant's August 10, 2025, 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's August 14, 2025, 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
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The September 9, 2025, hearing was attended by the two Landlords (Owner N.K. and Building Manager S.N.) who had the opportunity to provide sworn testimony and refer to evidence.

The Tenant did not attend and was not represented.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that Tenant was served by email on August 17, 2025, as considered by section 43 of the Regulations because a screenshot of this email was provided by the Landlord. I find under 71(2)(a) of the Act that the parties had a history of emailing with each other regarding this tenancy because the Tenant provided proof of emailing Notice of their own dispute on the Landlords on August 14, 2025.

Service of Evidence

Documentary evidence used in this dispute consisted of a 10-Day Notice dated August 5, 2025, and a written tenancy agreement signed by the parties on November 4, 2024.

Because both parties provided a copy of these same documents, I used my discretion on 71(2) of the Act to find that all parties had been sufficiently served with copies of these two documents and that I can consider them in my decision making.

Preliminary Matters

The Tenant did not attend the September 9, 2025, hearing and so their application was dismissed without leave to reapply as required by RTB Rule of Procedure 7.3.

The Landlord sought to increase their monetary claim from \$4,200.00 to \$6,300.00 to reflect the Tenant's failure to pay \$2,100.00 in monthly rent for September 2025, the additional month of unpaid rent waiting for this hearing.

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 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 the 10 Day Notice?
- Is the Landlord entitled to a Monetary Order for unpaid rent?
- Is the Landlord entitled to recover the filing fee for this application from the Tenant?

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.

The residential property is a 3-unit building. The Tenant occupies the basement unit.

Evidence was provided showing that this tenancy began on December 1, 2024, with the collection of a security deposit in the amount of \$1,050.00.

Landlord S.N. confirmed that current monthly rent is \$2,100.00, due on the first day of the month, and paid by Etransfer when it is paid. They stated that rent has always been paid late during this tenancy, and that they allowed the Tenant to move into the rental unit 3 weeks early at no cost in November 2024 because she claimed to be a hard spot.

Landlord S.N. issued a 10-Day Notice dated August 5, 2025, to the Tenant on an RTB-30, showing that \$4,200.00 was owed on August 1, 2025. This Notice provided a stated move-out date of August 16, 2025.

Landlord S.N. referred to an RTB-34 Proof of Service document submitted as evidence to confirm that this Notice was served to the Tenant's door on the day it was issued.

Landlord S.N. stated that they were at the residential property yesterday and heard music coming from the basement unit and so they believe that the Tenant continues to occupy their rental unit.

Landlord S.N. stated that the Landlords were only notified of the Tenant's concerns with bugs and cold water in the shower after the Tenant made their application to the RTB on August 14, 2025, which was after the 10-Day Notice was served.

Landlord N.K. requested an Order of Possession because the Tenant has not paid rent for July, August, or September 2025, despite continuing to occupy the rental unit.

Analysis

The Landlord is required by RTB Rule of Procedure 6.6. for establishing on the balance of probabilities that they issued a valid Notice to End Tenancy.

Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?

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 dated August 5, 2025, was deemed served on the Tenant on August 8, 2025, because this is the date that the Tenant wrote on their application that the Notice was received, consistent with 90(c) of the Act.

Based on the evidence before me, I find that the Tenant failed to pay any rent within five days of receiving the 10 Day Notice because the Landlords testified that rent has not been paid by this Tenant for July, August, or September 2025.

I therefore find that the Landlord is entitled to 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 because:

- The August 5, 2025, Notice satisfies section 52 of the Act.

- I amend the stated moveout date to August 18, 2025 (which has now passed) under section 53(2) of the Act which means that I find that the Tenant is now overholding the rental unit.
- Service to the door is an accepted means of service under 88(g) of the Act
- The Tenant owed \$4,200.00 when the Notice was issued and failed to pay any portion of the arrears by the 5-day deadline of August 12, 2025.

I make this order effective 7 days after service on the Tenant as required by RTB Policy Guideline 54 because this tenancy has been ongoing for less than one year and the Tenant currently owes 3 months' rent to the Landlord.

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

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.

Based on the evidence before me, I find that the Landlord has established a claim for unpaid rent owing for \$4,100.00 owed as of August 1, 2025, as shown on the 10-Day Notice because the Landlord testified that the Tenant has not paid rent since June 2025.

I award an additional \$2,100.00 to the Landlord for September 2025 because:

- The Tenant continues to overhold the rental unit past the amended effective date of August 18, 2025, for the 10-Day Notice, and section B of RTB Policy Guideline 3 confirms the Tenant's obligation to compensate the Landlord for overholding under section 57(3) of the Act.
- The Tenant applied to challenge the August 5, 2025, but then did not appear at the September 9, 2025, hearing which means their challenge was not successful and the Landlord is entitled to payment of rent under 55(1.1) of the Act.

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.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act, in the amount of \$6,300.00.

$$3 \times \$2,100 = \$6,300.00$$

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested?

Under section 72 of the Act, I allow the Landlord to retain the Tenant's security deposits of \$1,050.00 in partial satisfaction of the monetary award.

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

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

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 **\$5,350.00** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 67 of the Act	\$6,300.00
authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act	-1,050.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$5,350.00

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 and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00.

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 9, 2025

Residential Tenancy Branch