



Dispute Resolution Services
Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Introduction

This hearing dealt with crossed Applications for Dispute Resolution under the Residential Tenancy Act (the Act).

The Tenant filed their application on August 11, 2025. The Tenant's application includes these claims:

- I want to dispute a 10 Day Notice to End Tenancy Issued for Unpaid Rent or Utilities

This hearing also dealt with a cross-application filed by the Landlord under the Act on August 18, 2025. The Landlord's application includes these claims:

- I issued a 10 Day Notice to End Tenancy for Unpaid Rent not paid in the required time and I want an order of possession an order of possession
- I issued a 10 Day Notice to End Tenancy and I want a monetary order in addition to an order of possession for rent not paid in the required time
- I want to include a request for the tenant to pay me back for the cost of the filing fee

The Tenant did not attend the hearing. The Landlord's agent JB attended the hearing.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) for the Tenant's application and Evidence

The Landlord's agent said the Tenant emailed the Landlord the front page of the notice of dispute resolution proceeding on August 14, 2025, and no evidence was included in the email. Based on the testimony of the Landlord's agent, I find the Landlord was sufficiently served with the Tenant's application under section 71(2) of the Act.

The Tenant's evidence includes a 10 Day Notice and tenancy agreement. Since the 10 Day Notice was served by the Landlord and the Landlord would have a copy of the 10 Day Notice and the tenancy agreement, I find there would be no prejudice to including the copy provided to me by the Tenant.

The Landlord's agent confirmed that no response evidence was submitted for the Tenant's application.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) for the Landlord's application and Evidence

The Landlord testified that they served the Proceeding Package and evidence on August 19, 2025 by registered mail. The tracking number is recorded on the cover page of this decision. Based on the Landlord's undisputed testimony and the tracking number, I find the Landlord served the Proceeding Package on August 19, 2025. I deem the Tenant received it on August 24, 2025, the fifth day after service, per section 90(a) of the Act.

No response evidence was received by the Residential Tenancy Branch from the Tenant for the Landlord's application.

Preliminary Matter

Attendance

The Tenant did not attend the hearing. 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 pursuant to the Rule of Procedure 7.3.

I conducted the dispute resolution hearing in the absence of the Tenant.

Issues to be Decided:

1. Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?
2. Is the Landlord entitled to a Monetary Order for unpaid rent?
3. Is the Tenant entitled to recover the filing fee for the Tenants' application from the Landlord?
4. Is the Landlord entitled to recover the filing fee for the Landlord's application from the Tenant?

Background and Evidence

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

The Landlord's agent testified that this tenancy began on July 1, 2021. The current rent is \$1,385.00, due on the first day of the month, with a security deposit in the amount of \$650.00.

The Landlord delivered a 10 Day Notice to the Tenant on August 6, 2025, by posting it on the Tenants' door. A copy of the 10 Day Notice was submitted into evidence by the parties.

The 10 Day Notice has an effective date of August 15, 2025. It states that the Tenant failed to pay rent in the amount of \$1,130.00 due on August 1, 2025.

The Tenant filed an application for dispute resolution on August 11, 2025, seeking cancellation of the 10 Day Notice.

At the hearing, the Landlord said the Tenant paid in full the amount indicated on the 10 Day Notice on August 27, 2025. The Tenant also failed to pay in full September 2025 rent. As at the hearing, \$610.00 remains outstanding.

The Landlord filed an application for dispute resolution on August 18, 2025, seeking an order of possession, monetary order for unpaid rent, and cost of the filing fee.

Analysis

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).

Based on the undisputed testimony of the Landlord's agent, I find the Landlord served the 10 Day Notice on the Tenant on August 6, 2025, by posting it on the Tenant's door, in accordance with section 88(g) of the Act. I deem the Tenant received it on August 9, 2025, the third day after service, per section 90(c) of the Act. I find the Tenant had until August 14, 2025 to dispute the 10 Day Notice or to pay the full amount of the arrears.

The Tenant disputed the notice on August 11, 2025, within the time permitted under the Act.

I correct the effective date of the 10 Day Notice to August 19, 2025, in accordance with section 53(1) of the Act.

Based on the undisputed testimony of the Landlord's agent, I find the Landlord proved monthly rent is \$1,385.00.

Section 26(1) of the Act states that a tenant must pay rent when it is due, whether or not the landlord complies with the Act, the Regulations, or the tenancy agreement.

As the Tenant failed to pay the full amount of the arrears identified on the 10 Day Notice within 5 days after the 10 Day Notice was deemed to have been received by the Tenant, I dismiss the Tenant's application 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 Notice complies 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 have reviewed the 10 Day Notice and find that the notice complies with section 52 of the Act.

Based on the undisputed testimony of the Landlord's agent, I find \$610.00 rent remaining outstanding for the month of September 2025.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent in the amount of \$610.00.

The Landlord continues to hold the Tenant's security deposit of \$650.00 in trust. In accordance with the off-setting provisions of section 72 of the Act, I order the Landlord to retain \$610.00 from the Tenant's security deposit in satisfaction of the monetary order.

Are the Tenants entitled to recover the filing fee for the Landlord's application from the Tenant?

As the Tenants were not successful in their application, I find that the Tenant is not entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

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

As I find the Landlord's application to be redundant, I conclude the Landlord is not 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 by 1:00 p.m. on September 30, 2025, 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.

The Tenant's application for cancellation of the Landlord's 10 Day Notice under sections 46 and 55 of the Act is dismissed, without leave to reapply.

I authorize the Landlord to retain \$610.00 from the Tenant's security deposit in satisfaction of the monetary order.

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 10, 2025.

Residential Tenancy Branch