

## **DECISION**

### **Introduction**

This hearing dealt with 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 (the "10-Day Notice")
- compensation for unpaid rent
- authorization to retain all/part of security deposit for compensation
- recovery of the Application filing fee.

The Landlord attended the scheduled hearing; the Tenant did not attend.

No one attended the hearing for the Tenant.

### **Service of Notice of Dispute Resolution Proceeding and evidence**

In the hearing, the Landlord set out that they served the Notice of Dispute Resolution Proceeding and hearing information to the Tenant via registered email on January 16, 2026. The Landlord and Tenant had in place an agreement for the use of email for service of documents, as the Landlord provided in evidence.

The Landlord described sending attachments to the email that consists of their evidence they provided to the Residential Tenancy Branch with their Application.

I conclude the Landlord served the Tenant, as required by s. 43(2) of the *Residential Tenancy Regulation*. I deem service completed on the third day after email sent, on January 19, 2026 as per s. 44 of the *Residential Tenancy Regulation*.

The Tenant provided no evidence for this hearing separately, and did not attend the scheduled hearing. Because the Landlord served information and evidence correctly, I proceeded with the hearing in the Tenant's absence.

### **Preliminary Matter**

In the hearing, the Landlord reviewed the Tenant's record of rent payment. The Landlord presented that they, as of the date of the hearing, did not require payment of past rent owed. As per s. 64(3)(c), I amend the Landlord's Application and this issue is withdrawn.

The Landlord applied to retain the security deposit for compensation. For the same reason as above, I withdraw this issue from the Landlord's Application via s. 64(3)(c).

### **Issues to be Decided**

- Is the Landlord entitled to an order of possession based on the 10 Day Notice?
- Is the Landlord entitled to recover the Application filing fee?

### **Background and Evidence**

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

The monthly rent was set at \$800. The tenancy agreement in the evidence shows the tenancy started on July 1, 2020. The Landlord provided evidence showing an increase to \$828 effective December 1, 2024, and the increase to \$852.84 effective December 1, 2025.

The Landlord signed the 10-Day Notice on December 12, 2025 for the tenancy-end date of December 22, 2025.

Page 2 of the document sets out that the Tenant failed to pay the rent amount of \$852.54 on December 1, 2025.

The 10-Day Notice provided that the Tenant had five days from the date of service to pay the rent in full or apply formally to dispute it.

As of the date of this hearing, the Landlord stated that the Tenant remained in the rental unit, past the 10-Day Notice tenancy-end date. The Tenant rent amounts to account for the outstanding balance throughout January and February 2026.



## **Analysis**

- **Is the Landlord entitled to an order of possession based on the 10-Day Notice?**

The *Act* s. 46 sets out that a tenant must pay the full amount of rent owing, or challenge any 10-Day Notice they are served. This must occur within 5 days as indicated on the document itself.

If a tenant does neither of those actions, they are conclusively presumed to have accepted that the tenancy is ending. This is set in s. 46(5) of the *Act*.

I find the Landlord served the 10-Day Notice to the Tenant on December 12 by emailing it to the Tenant as per their agreement/authorization for that means of service. The Tenant had until December 20 (accounting for deemed service 3-day timeline) to either pay the rent owed in full, or formally dispute the 10-Day Notice at the Residential Tenancy Branch.

I find the Tenant did not pay the required amount of rent, and made no application to dispute the end-of-tenancy notice by December 20. Due to the Tenant's failure to take either of these actions within the 5-day period, I find they are conclusively presumed to have accepted that the tenancy ended on December 22, 2025, the effective tenancy-end date on the 10-Day Notice.

I find the Tenant did not vacate the rental unit. The Landlord is entitled to an order of possession based on the 10-Day Notice. Under s. 46 and s. 55 of the *Act*, I find the 10-Day Notice document itself complies with the form and content requirements of s. 52; therefore, there was no information omitted by the Landlord and all required information was complete on the document.

- **Is the Landlord entitled to recover the Application 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 Application filing fee. As per s. 72(2) of the *Act*, I authorize the Landlord to deduct this fee from the Tenant's security deposit.

## **Conclusion**

I grant the Order of Possession to the Landlord, **effective by 1:00 PM on February 28, 2026, after the Landlord serves this Order of Possession on the Tenant.** Should

the Tenant or anyone on the premises fail to comply with this Order, the Landlord may file this Order of Possession in the Supreme Court of British Columbia, where it will be enforced as an Order of that Court.

I authorize the Landlord to retain \$100 from the security deposit for compensation as set out above.

I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: February 20, 2026