



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

A matter regarding OVER THE SHU ENTERPRISES  
INC. and [tenant name suppressed to protect privacy]

## **DECISION**

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by both parties under the *Residential Tenancy Act* (the Act) for:

- Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated February 10, 2025 (10 Day Notice)
- Unpaid rent based on a 10 Day Notice
- Filing fee for Landlord (Tenant filing fee was already waived)
- Cancel the 10 Day Notice
- Request to Provide Services or Facilities

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires. As the Tenant did not attend the hearing and after the standard 10-minute waiting period and in accordance with Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 7.3 the Tenant's entire application is **dismissed without leave to reapply**.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence**

The Agent confirmed that the Tenant was served with the Proceeding Package and Evidence on March 3, 2025, by WB and was witnessed by MP. In addition, a signed Proof of Service document was submitted in support of this testimony. I find the Tenant to be sufficiently served as a result.

### **Issues to be Decided**

- Should the Landlord be granted an Order of Possession?
- Should the Landlord be granted a Monetary Order for unpaid rent?
- Is the Landlord entitled to their filing fee under the Act?

### **Facts and Analysis**

Based on the undisputed documentary evidence from the Landlord and the undisputed testimony provided during the hearing by the Agent, and on the balance of probabilities, I find the following.

*Jurisdiction*

As the Landlord raised the issue of jurisdiction by stating in their application that the Act may not apply, I will first address that issue. During the hearing, the Agent confirmed that the Tenant moved into the motel room in December 2023 and the hearing date is March 26, 2025, and the Tenant continues to occupy the motel room as of the hearing date. The Agent also confirmed that no hotel tax has been charged and that rent has remained the same, \$1,500.00, and always due on the first day of each month. In addition, the Agent used the word “rent” in their application and issued a 10 Day Notice under the Act.

In addition, and although there was no written tenancy agreement signed, the Agent did say they received an “Intent to Rent form” from the Tenant. As per section 59 of the Act and pursuant to Policy Guideline 27, I find an oral tenancy agreement was formed by the parties and that the Act applies as the section 12(b) of the Act confirms that the Act applies to all tenancy agreements whether or not it is in writing.

*Remainder of application*

As I have accepted jurisdiction under the Act. I have considered the evidence submitted. Firstly, the Agent stated the 10 Day Notice was served on the Tenant on February 10, 2025, by WB at approximately 6:00 PM which the Agent indicated they have video evidence to support. The Tenants filed an application to dispute the 10 Day Notice but did not attend the hearing. As a result, I consider the 10 Day Notice to be undisputed.

I find the 10 Day Notice complies with section 52 of the Act, as it is signed and dated and indicates that \$3,000.00 was owed as of February 1, 2025, comprised of \$1,500.00 for unpaid January 2025 rent and \$1,500.00 for unpaid February 2025 rent. I accept the Agent’s undisputed testimony that the Tenant has since failed to pay March 2025 rent also and continues to occupy the rental unit.

Based on the above, I find the Tenant breached section 26 of the Act by failing to pay January, February and March 2025 rent before the end of the first day of each of those months. Therefore, I find the 10 Day Notice is valid and I find the tenancy must end in accordance with section 46(5) of the Act. I grant the Landlord an Order of Possession

**effective two (2) days** after service on the Tenant as the Tenant has now gone three months without paying rent. I find the tenancy ended February 22, 2025, which is the effective vacancy date listed on the 10 Day Notice. I find the Tenants have been overholding the rental unit since that date.

Pursuant to section 67 of the Act, I grant the Landlord a Monetary Order in the amount of **\$4,500.00**, comprised of \$1,500.00 for each of the months including January, February, and March 2025.

As the Landlord's claim had merit, I grant the Landlord the **\$100.00** filing fee under section 72 of the Act.

Given the above, I find the Landlord has established a total monetary claim of **\$4,600.00**.

## **Conclusion**

The Tenants application is dismissed without leave to reapply as the Tenants failed to attend the dispute resolution proceeding.

The Landlord's application is fully successful.

The Landlord is granted an Order of Possession **effective two (2) days** after service on the Tenant. Should the Tenant failed to vacate the rental unit as ordered, the Landlord may enforce the Order of Possession in the Supreme Court.

The Landlord is granted a Monetary Order of **\$4,600.00** as indicated above, and the Tenant must be served with **this Order before it is enforced**. 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) if equal to or less than \$35,000.00.

The Tenant is cautioned that they can be held liable for all costs related to enforcement, including bailiff fees.

The decision will be emailed to both parties.

The Orders will be emailed to the Landlord only for service on the Tenant, as required. Under section 62(3) of the Act, I authorize the Landlord to serve the Tenant at the email address provided by the Tenant in their application, which is included on the cover page of this decision.

The decision will be emailed to both parties.

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: March 26, 2025

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Residential Tenancy Branch