



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes: CNC, AS; CNR, MNDCT

Introduction

This hearing dealt with an application by the Tenant under the Residential Tenancy Act (the Act) for the following:

1. Cancellation of One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to section 47.
2. An order to allow an assignment or sublet when permission has been unreasonably denied pursuant to section 65.

This hearing also dealt with an application by the Tenant under the Residential Tenancy Act (the Act) for the following:

1. Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice") pursuant to section 46.
2. A monetary order for compensation for damage or loss under the Act, Residential Tenancy Regulation ("Regulation") or tenancy agreement pursuant to section 67 of the Act.

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

The parties attended the hearing. The Landlord testified as follows. The Tenant did not serve them with any Proceeding Package or evidence with respect to either application. The Landlord learned of the application from the RTB in automatically generated emails.

I reviewed the communications history with respect to these applications and found a note on the file from an RTB Information Officer dated April 2, 2025, confirming the Landlord's testimony.

The Tenant acknowledged that he did not serve the Landlord with the Proceeding Package and evidence.

Further to the testimony of the parties, I find that the Tenant did not serve the Proceeding Package and evidence in accordance with the Act.

The Act requires the Applicant Tenant to serve the Landlord with the Proceeding Package and evidence in a manner prescribed.

The Residential Tenancy Branch has *Rules of Procedure* that govern serving the application for dispute resolution proceedings and submitting and exchanging evidence. *RTB Policy Guideline 12* discusses service provisions.

Rule 3.5 states that if the applicant cannot demonstrate that they served each respondent as required by the Act and the Rules of Procedure, the Director may adjourn the application or dismiss it with or without leave to reapply.

The Landlord attended with counsel and requested dismissal of the Tenant's applications and that the Landlord be granted an Order of Possession.

After hearing the parties and considering the Act and Rules, I dismiss the Tenant's applications without leave to reapply.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

Tenancy

The parties agreed as follows. The tenancy began in 2020 and they signed a tenancy agreement on January 1, 2024. Rent is \$2,718.43 monthly. The Tenant provided a security deposit of \$1,250.00 which the Landlord holds.

10 Day Notice

The parties agreed the Landlord issued a 10 Day Notice dated April 2, 2025 and served the Notice on the Tenant by registered mail deemed received on April 7, 2025. The Tenant acknowledged service and filed the dispute on April 7, 2025.

A copy of the Notice was submitted which is in the standard RTB form. The Notice provided the Tenant may within 5 days pay the rent in full or file an Application for Dispute Resolution to dispute the Notice. The Tenant filed a dispute, and I have dismissed the Tenant's application.

The Notice states the Tenant is in arrears of rent of \$2,718.43 for rent due April 1, 2025. The Tenant acknowledged he owes this amount to the Landlord.

The Tenant acknowledged that he has not made any payment on the amount owing.

The parties agreed the Tenant continues to occupy the unit.

Analysis

I accept the evidence including the Tenant's acknowledgement of service. I find the Tenant was served with the 10 Day Notice on April 7, 2025 which complies with section 52 of the Act.

The Tenant filed a dispute on April 7, 2025. As the Tenant did not serve the Proceeding Package and evidence as required, I have dismissed the Tenant's application without leave to reapply.

Pursuant to section 55(1) I must grant the landlord an Order of Possession if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy if the notice complies with section 52 [form and content of notice to end tenancy], and the Director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

As the 10 Day Notice complies with section 52 and I have dismissed the Tenant's application, I therefore grant the Landlord an Order of Possession effective on May 1, 2025 after service on the Tenant. I have considered the factors in RTB *Policy Guideline 59: Ending a Tenancy*.

Pursuant to the Act, if an application referred to in subsection (1) is in relation to a landlord's notice to end a tenancy under section 46 [landlord's notice: non-payment of rent], and the circumstances referred to in section 55(1) apply, the Director must grant an order requiring the payment of the unpaid rent.

The parties agreed the Tenant owes the Landlord \$2,718.43 for outstanding rent as claimed.

Accordingly, I grant a Monetary Order in the Landlord's favor in the amount of \$2,718.43.

One Month Notice

As I have granted an Order of Possession pursuant to the 10 Day Notice, I will not consider the Landlord's application for an Order of Possession under the One Month Notice.

Conclusion

I order that the tenancy ends at 1:00 pm on May 1, 2025.

I grant the Landlord an Order of Possession effective 1:00 pm on May 1, 2025. The Landlord must serve this Order of Possession on the Tenant.

I also grant a Monetary Order in the amount of \$2,718.43 which must be served on the Tenant. The Monetary Order may be filed and enforced in the Courts of the Province of BC.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Residential Tenancy Act.

Dated: April 24, 2025

Residential Tenancy Branch