



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes Tenant: **CNR**
Landlord: **OPC, LRSD, FFL**

Introduction

This hearing dealt with the Tenant's Application under the *Residential Tenancy Act* (Act) for:

1. 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.

This hearing also dealt with the Landlord's cross Application under the Act for:

1. An Order of Possession for a One Month Notice to End Tenancy For Cause or End of Employment (One Month Notice) under sections 47, 55 and 62 of the Act; and,
2. Recovery of the application filing fee under section 72 of the Act.

No one attended the hearing for the Tenant.

Agent CL attended the hearing for the Landlord.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The Landlord testified that they did not receive any notice or Proceeding Package from the Tenant. The Tenant did not upload any proof of service documents indicating they served the Proceeding Package on the Landlord. I find that the Tenant has not established that they served the dispute resolution proceeding package on the Landlord in accordance with section 89 of the Act, and I dismiss their application.

The Landlord testified that they served the Tenant their Proceeding Package by registered mail on April 17, 2025. The Landlord provided the Canada Post tracking number attesting to service of the Proceeding Package. I find that the Tenant was deemed served on April 22, 2025, by registered mail in accordance with sections 89(1)(c) and 90(a) of the Act, the fifth day after the registered mailing.

Service of Evidence

No evidence was uploaded by the Tenant to the Residential Tenancy Branch (RTB) for their matter although a reminder email was sent to the Tenant's advocate on April 16, 2025.

The Landlord served their evidence with their Proceeding Package by registered mail on April 17, 2025. I find that the Landlord's evidence was deemed served on the Tenant in accordance with sections 88(c) and 90(a) of the Act.

Preliminary Matters

Monetary amount

RTB Rules of Procedure 7.12 allows for amendments to be made in circumstances where the amendment 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. If an amendment to an application is sought at a hearing, an Amendment to an application for dispute resolution need not be submitted or served.

On this basis, I allow the amendment as this was clearly rent that the Tenant would have known about and resulted since the Tenant submitted the application. I accept the Landlord's request to amend their original application from \$866.00 to \$1,732.00 to reflect the unpaid rent that became owing by the time this hearing was convened.

Issues to be Decided

Is the Landlord entitled to an Order of Possession based on their One Month Notice?

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

Is the Landlord entitled to a Monetary Order based on their 10 Day Notice?

Is the Landlord entitled to recovery of the application filing fee?

Background and Evidence

I reviewed all written and oral evidence and submissions presented to me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The Landlord confirmed that this tenancy began as a fixed term tenancy on September 8, 2017. The fixed term ended on September 30, 2018, then the tenancy continued on a month-to-month basis. Monthly rent is \$866.00 payable on the first day of each month. The Tenant's application, and the tenancy agreement confirmed that a security deposit of \$375.00 was collected on September 8, 2017. The Landlord testified that the Tenant later paid a pet damage deposit of \$384.00 by instalments with the last payment being made on October 1, 2021. Both deposits are still held by the Landlord.

The Landlord served the One Month Notice to the Tenant by attaching the notice to the Tenant's door on October 24, 2024. The Landlord uploaded a witnessed proof of service form #RTB-34 attesting to this service.

The One Month Notice stated the reason the Landlord was ending the tenancy was because the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord of the residential property. The effective date of the One Month Notice was November 30, 2024.

The Landlord provided further details of the causes to end this tenancy as:

10/10/2024 –[Tenant] was screaming obscenities at them from the parking lot as well as in hallways, etc. This particular tenant lives with a disability and feels very vulnerable having him as a neighbour.

10/09/2024 I just received another complaint regarding the tenant in unit #[XXX], this time from the tenant in unit #[YYY] at [residential property]. This follows the earlier report I sent to you last week about similar concerns.

Unfortunately, it appears that this tenant is struggling with some psychological challenges. The tenant in #[YYY] shared that he often behaves erratically in the hallways and that there was even an alarming incident where he injured himself, leaving blood in the hallway. I was notified by the

building cleaner at the end of August about the blood; now that I look back in my emails, I realize and can confirm it came from #[XXX] (photos attached).

This situation is understandably causing concern among the surrounding owners for both their safety and his well-being, especially since he lives alone and has been unable to receive home-care support due to his aggressive behaviour.

The police have been called multiple times, but their only recourse has been to take him to the hospital for evaluations. He is currently receiving care there.

The Landlord served the 10 Day Notice by attaching it to the Tenant's door on April 8, 2025. The reason in the 10 Day Notice why the Landlord was ending the tenancy was because the Tenant owed \$866.00 in outstanding rent on April 1, 2025. The effective date of the 10 Day Notice is April 21, 2025.

The Tenant applied to dispute the notice on April 11, 2025.

The Landlord testified that the Tenant has been reported yelling and screaming seemingly at no one in the parking lot and the hallways of the residential property. Neighbours have made reports to the strata council for the building as they are not comfortable telling the Tenant or the Landlord about their concerns. The Landlord stated that they understand that the Tenant suffers from mental health issues. The Landlord said that the Tenant's behaviour has become aggressive in October and earlier this year.

The Landlord said that the Tenant has been reported to have punched walls and doors in the residential property. In August 2024, the Tenant saw that there was blood on the Tenant's door, and on the floor in front of the Tenant's door. The blood on the door has been cleaned off, but the Landlord uploaded a picture in evidence of the blood which still stains the carpeted floor in front of the Tenant's door.

The Landlord said they have received verbal complaints about the Tenant's ongoing concerning behaviours from residents in the building.

The Landlord stated that the Tenant has not paid any rent since they served the 10 Day Notice on the Tenant in April. The Tenant has also not paid May's rent to the Landlord and the Landlord asked to amend the amount owing to \$1,732.00 in this application.

The Landlord seeks an Order of Possession for both the One Month Notice and the 10 Day Notice, and a Monetary Order for \$1,732.00 against the Tenant.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim. Where a tenant applies to dispute a notice to end a tenancy issued by a landlord, the onus is on the landlord to prove, on a balance of probabilities, the grounds on which the notice to end tenancy were based.

This hearing was conducted pursuant to RTB Rules of Procedure 7.3, in the Tenant's absence, therefore, all the Landlord's testimony is undisputed. Rule 7.3 states:

Consequences of not attending 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, or dismiss the application, with or without leave to re-apply.

Is the landlord entitled to an Order of Possession for their One Month Notice?

I find the Landlord's One Month Notice was deemed served on the Tenant on October 27, 2024. I find the Landlord's One Month Notice complied with the form and content requirements of section 52 of the Act. A review of the dispute access website shows that the Tenant did not apply for dispute resolution based on this notice. I find that the Tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice under section 47(5)(a) of the Act.

Under section 55(1) of the Act, the Landlord is granted an Order of Possession effective on May 14, 2025 at 1:00 PM.

Is the landlord entitled to an Order of Possession for their 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 RTB. If the tenant does not pay the arrears, the tenant is conclusively presumed to have accepted the end of the tenancy under section 46(5) of the Act.

I find the Landlord's 10 Day Notice was deemed served on the Tenant on April 11, 2025. I find the Landlord's 10 Day Notice complied with the form and content requirements of section 52 of the Act. The Tenant applied for dispute resolution on April 11, 2025, but did not attend the hearing to provide evidence why the Landlord's notice should be canceled.

Based on the Landlord's undisputed testimony, I uphold the Landlord's 10 Day Notice, and under section 55(1) of the Act, I grant an Order of Possession effective on May 14, 2025 at 1:00 PM.

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

Under section 55(1.1) of the Act, the Landlord is entitled to a monetary order for unpaid rent. The total outstanding rent amount is \$1,732.00. RTB Rules of Procedure 7.12 allows me to amend the Landlord's original application amount, and I do so in this decision. Under section 72(2)(b) of the Act, I order that the Landlord is authorized to retain the security and pet damage deposits and interest held by the Landlord in partial satisfaction of the monetary award.

Is the Landlord entitled to recover the application filing fee?

Having been successful, I find the Landlord is entitled to recover the application filing fee paid to start their application, which I order may be deducted from the security deposit held pursuant to section 72(2)(b) of the Act.

The Landlord's monetary order is calculated as follows:

Item	Amount
Unpaid rent for April 2025	\$866.00
Unpaid rent for May 2025	\$866.00
Less security deposit	-\$375.00
Less security deposit interest*	-\$19.43
Less pet damage deposit	-\$384.00
Less pet damage deposit interest*	-\$19.42
Application filing fee	\$100.00
Landlord's monetary award:	\$1,034.15

*There is no interest owed on deposits from 2017 to 2022 as the amount of interest owed in those years was 0%. The amount of interest in 2023 was 1.95%. The amount of interest in 2024 was 2.7%. The amount of interest in 2025 is 0.95%. Interest is calculated on the original security and pet damage deposit amounts, before any deductions are made, and it is not doubled.

Interest was calculated using the Residential Tenancies Online Tools: Deposit Interest Calculator.

Conclusion

The Tenant's application to cancel the Landlord's 10 Day Notice is dismissed.

Based on the One Month Notice and the 10 Day Notice, I grant an Order of Possession to the Landlord effective on May 14, 2025 at 1:00 PM. The Landlord must serve this Order on the Tenant as soon as possible. Should the Tenant 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 \$1,034.15, and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court of British Columbia and enforced as an Order of that Court.

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: May 07, 2025

Residential Tenancy Branch