



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes CNR, RR, RP, OPR-DR, MNRL, MNR-DR, FFL

Introduction

This hearing was re-convened after the issuance of a October 23, 2025, interim decision and dealt with the Tenant's and Landlord's Applications for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

The Tenant applied for

- 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
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act

The Landlord applied for

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Landlord J.P. attended the hearing for the Landlord.

No one attended the hearing for the Tenant.

Preliminary Matter

As the Tenant failed to attend the previous hearing to provide testimony or evidence in support of his Application for Dispute Resolution, the Tenant's application was

dismissed in its entirety without leave to reapply in my October 23, 2025, interim decision.

Following the October 23, 2025, hearing during which it had been determined that the Landlord was missing proof that he had served the Notice of Dispute Resolution Proceeding Package and his evidence to the Tenant by courier, the Landlord was Ordered in my October 23, 2025, interim decision to:

“submitted proof to the Residential Tenancy Branch (RTB) that on each of the courier delivery purchase dates, **October 2, 2025, and October 8, 2025**, the courier service utilized *required a signature from the recipient*. **The Landlord is also** required to submit tracking information as proof that the packages were delivered to the address under dispute on each of the occasions noted above. As proof of service to the Tenant has not yet been proven, **the Tenant** may serve the Landlord with evidence not less than 7 days prior to the hearing, as required under 3.15 of the Residential Tenancy Branch Rules of Procedure and must submit their evidence and proof of service to the RTB if they decide to do so.”

At the outset of the hearing, the Landlord confirmed that he received the interim decision but testified that he had not read it.

The evidence submitted by the Landlord in response to the Order noted above consisted of an email from the courier service provider showing a series of pictures of what is purported to be the Landlord’s rental property including a picture of two packages posted to the door of the residence.

I find that by failing to exercise due diligence and read the interim decision sent to him on October 23, 2025, the Landlord did not exercise due diligence and inform himself of what was required in terms of proof of service to the Tenant and therefore, did not submit sufficient evidence to substantiate that he had complied with the service requirements under section 89 of the Act.

I further find that the fact that the pictures depicting an image of two packages posted to the door of the purported rental unit under dispute, the lack of tracking information notwithstanding, supports a finding that the service utilized did not require a signature as pick-up notifications more likely than would have been left on the door rather than the packages themselves.

As the Landlord has again failed to provide proof of service of the Notice of Dispute Resolution Proceeding to the Tenant, the Landlord’s application is dismissed in its entirety with leave to reapply, save the request for the Tenant to repay the filing fee which is dismissed without leave to reapply.

Conclusion

The Landlord's application is dismissed in its entirety with leave to reapply, save the request for the Tenant to repay the filing fee which is dismissed without leave to reapply.

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: November 07, 2025

Residential Tenancy Branch