

DECISION

Introduction

This hearing was scheduled to deal with cross applications.

The Tenant made an Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) 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

The Landlord made an Application for Dispute Resolution under the *Residential Tenancy Act* for:

- an Order of Possession and Monetary Order based on the Landlord's 10 Day Notice under section 55 and 67 of the Act

The Tenant appeared at the hearing; however, there was no appearance on part of the Landlords despite leaving the teleconference call open for over 25 minutes to give the Landlord the opportunity to appear.

Service of hearing materials

The Tenant submitted evidence that he sent his proceeding package and evidence to the Landlord via email and registered mail. The Tenant provided a copy of an RTB-51 signed by both parties on October 12, 2025 authorizing service by email. I am satisfied the Landlord was served with the Tenant's materials.

The Tenant testified that he was not served with the Landlord's proceeding package but acknowledged receipt of an evidence package. I noted that the Landlord did not upload any proof that his Application for Dispute Resolution was served to the Tenant and in the absence of such evidence I am unsatisfied the Landlord served his Application for Dispute Resolution to the Tenant. Therefore, I dismiss the Landlord's application, but I consider the Landlord's entitlement to an Order of Possession and Monetary Order for unpaid utilities under the Tenant's application, as provided under section 55 of the Act.

Preliminary and Procedural Matter(s)

Both the Tenant and the Landlord submitted a copy of 10 Day Notice and a One Month Notice to End Tenancy for Cause. The Tenant confirmed that he wanted to dispute the

One Month Notice that was found in the Landlord's evidence package. Since the Landlord also provided a copy of the One Month Notice, along with a written submission and photographic evidence in support of issuing the One Month Notice, I was satisfied the Landlord anticipated that this hearing would also deal with the One Month Notice. Therefore, I amend the Tenant's application under Rule 7.12 of the Rules of Procedure to reflect the Tenant's request for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act

I have also amended the Tenant's application to correct a typographical error in the Landlord's last name, based on the spelling provided by the Landlord on the 10 Day Notice and the One Month Notice.

Issues to be Determined

Should the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities be upheld or cancelled? If upheld, is the Landlord entitled to an Order of Possession and Monetary Order for unpaid utilities?

Should the One Month Notice to End Tenancy for Cause be upheld or cancelled? If upheld, is the Landlord entitled to an Order of Possession for cause?

Background and Evidence

The Tenant and the former Landlord entered into an oral tenancy agreement in approximately 2020. The rent was set at \$2,000.00 per month and the monthly rent includes utilities. The current Landlord acquired the property approximately one year later, in 2021.

The Landlord has tried increasing the rent several times. The Landlord has also requested the Tenant pay for utilities in addition to rent, but the Tenant has not agreed to do so. Instead the Tenant has taken care of snow removal and other duties to satisfy the Landlord.

The Tenant submitted that in 2022 or 2023 the Landlord had the Tenant sign a one page document, but the document did not require the Tenant to pay for utilities. The Landlord has taken that one signed page and attached it to other documents in an attempt to hold the Tenant liable to pay for utilities.

The Landlord has sent text messages to the Tenant with utility bills attached and a written demand for utilities, but the Tenant has not paid them because he has never agreed to pay for utilities in addition to rent.

The Landlord then issued the subject 10 Day Notice on September 28, 2025 and the Tenant received it on October 1, 2025. The Tenant filed to dispute the 10 Day Notice on October 6, 2025, taking the same position, that he is not required to pay for utilities.

After disputing the 10 Day Notice, the Landlord issued the subject One Month Notice to the Tenant and sent it to the Tenant in the evidence package that was sent to the Tenant via registered mail. The Tenant submits that the Landlord's allegations contained in the One Month Notice are false, and he has taken down the privacy fence.

Analysis

Where a notice to end tenancy comes under dispute, the Landlord bears the burden to prove the Tenant was served with a valid notice to end tenancy and the tenancy should end for the reason(s) indicated on the notice.

The Landlord issued a 10 Day Notice to the Tenant on the basis the Tenant is required to pay the Landlord for utilities in addition to rent. The Tenant submitted that he has never been required to pay for utilities and has never paid the former or current Landlord for utilities. The Tenant also submitted that in signing a one page document in 2022 or 2023 the Landlord has misused the document in a false attempt to hold the Tenant responsible to pay for utilities. The Landlord did not appear at the hearing or otherwise refute the Tenant's submissions. I find I am unsatisfied the Tenant is required to pay the Landlord for utilities in addition to rent, and I find the Landlord has not met their burden to prove the tenancy should end for unpaid utilities. Therefore, I cancel the 10 Day Notice.

The Landlord issued a One Month Notice dated October 12, 2025 and the Tenant denied the allegations contained in the One Month Notice. Given the Landlord's failure to appear at the hearing and present evidence that would demonstrate the tenancy should for the reasons provided on the One Month Notice I cancel the One Month Notice.

Having cancelled the 10 Day Notice and the One Month Notice, the tenancy continues at this time until such time it ends in accordance with the Act.

Conclusion

The Tenant's requests for cancellation of the 10 Day Notice dated September 28, 2025 and the One Month Notice dated October 12, 2025 are granted. The tenancy continues at this time until such time it ends in accordance with the Act.

The Landlord's Application for Dispute Resolution 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 Act.

Dated: November 4, 2025

Residential Tenancy Branch