



DECISION

Introduction

This hearing dealt with the Tenant's June 9, 2025 Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent (the "10-Day Notice")
- compensation: the cost of emergency repairs; monetary loss/other money owed
- dispute of a rent increase above the legal amount
- reduction in rent for repairs/services/facilities not provided
- repairs in the rental unit
- provision of services/facilities required by *Act*/tenancy agreement
- suspended/set conditions on the Landlord's right to enter the rental unit
- the Landlord's compliance with the *Act*/tenancy agreement

After the June 6, 2025 hearing, I adjourned the matter and incorporated the Landlord's June 12 Application for:

- an order of possession in line with the 10-Day Notice
- compensation for unpaid rent
- recovery of their Application filing fee.

The Tenant and the Landlord both attended the scheduled hearings.

Service of the Notice of Dispute Resolution Proceeding and evidence – Tenant's Application

The Tenant completed their Application to challenge the 10-Day Notice, and other grounds, on June 9, 2025. The Residential Tenancy Branch provided a copy of the Notice of Dispute Resolution Proceeding to the Tenant in person when the Tenant attended the branch on June 10. The instructions accompanying the Notice of Dispute Resolution Proceeding are explicit in stating that the Tenant must serve the Landlord with hearing documentation and evidence within certain timeframes (*i.e.*, 14 days before the hearing).

The 'Residential Tenancy Branch Rules of Procedure' (the "Rules") provide the following regarding service of evidence for a scheduled hearing:

- Rule 2.5: an applicant must submit evidence relied on for the hearing at the same time the submit an application for dispute resolution
- Rule 3.1: an applicant must, within 3 days of receiving the Notice of Dispute Resolution Proceeding, serve it to a respondent, along with evidence in accordance with Rule 2.5
- Rule 3.14: any evidence intended to be relied on must be received by a respondent, and the Residential Tenancy Branch, not less than 14 days before the hearing
- Rule 3.17: evidence not provided in this manner may/may not be considered depending on whether the party can show it is new and relevant evidence that was not available at the time they submitted the application – an arbitrator's consideration on this is whether accepting that evidence unreasonably prejudices the other party, or result in a breach of the principles of procedural fairness

In the hearing, the Landlord stated they received the Notice of Dispute Resolution Proceeding from the Tenant on June 23. The document was taped to the Landlord's door. The Landlord provided a copy of this to "the Ministry" when they made their own separate Application.

I find, conclusively, the Tenant did not serve the Landlord with the Notice of Dispute Resolution Proceeding within the timelines as required, established in the Rules as well as s. 59(3) – which sets a timeline of 3 days – as required.

In the evidence, the Tenant provided only a copy of the 10-Day Notice served to them by the Landlord. I acknowledged the Tenant provided this document to the Residential Tenancy Branch when completing their Application for this hearing. Where necessary, I below determine the weight to give to this document, as part of the fundamental issue in this hearing.

Preliminary Matter – relevant issues in this hearing from the Tenant’s Application

The Rules grant an arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. Rule 2.3 describes “related issues”, and Rule 6.2 provides that an arbitrator may refuse to consider unrelated issues:

... if a party has applied to cancel a Notice to End Tenancy or is seeking an order of possession the arbitrator may decline to hear other claims that have been included in the application and the arbitrator may dismiss such matters with or without leave to reapply

The matter of urgency here is the possible end of this tenancy. The most important issue to determine is whether the tenancy is ending, based on the 10-Day Notice that the Landlord issued.

In line with this, I dismiss pieces of the Tenant’s Application, with leave to reapply. This is with my consideration above that the Tenant did not serve the Landlord with the Notice of Dispute Resolution Proceeding in a timely manner, effectively limiting the Landlord’s chance to prepare evidence on those issues. The Tenant also submitted no evidence to the Residential Tenancy Branch and the Landlord in relation to these issues:

- compensation: the cost of emergency repairs; monetary loss/other money owed
- dispute of a rent increase above the legal amount
- reduction in rent for repairs/services/facilities not provided
- repairs in the rental unit
- provision of services/facilities required by *Act*/tenancy agreement
- suspended/set conditions on the Landlord’s right to enter the rental unit
- the Landlord’s compliance with the *Act*/tenancy agreement

Service of the Notice of Dispute Resolution Proceeding and evidence – Landlord’s Application

The Landlord brought a separate Application to the Residential Tenancy Branch on June 12. On that date, the Residential Tenancy Branch sent the Notice of Dispute Resolution Proceeding to the Landlord for this Application, crossed to that of the Tenant already in place.

The Landlord provided proof to show their service of this Notice of Dispute Resolution Proceeding to the Tenant, sent to the rental unit:

- tracking information (# listed on the cover page of this decision) showing Landlord's delivery on June 12, then delivered on June 16, 2025.
- a Proof of Service document, indicating June 12 as the served date, providing the same registered mail tracking number, and the rental unit address
- an image of the envelope used, bearing the registered mail label with the same tracking number, a postage paid stamp of June 12, and bearing the Tenant name and the rental unit address. The image also shows the post office receive from that same date.

In the hearing, the Landlord provided this was the method they utilized for service of the Notice of Dispute Resolution Proceeding and hearing information to the Tenant. The Tenant stated they did not receive this information.

As revealed by the tracking record, I find the postal delivery was completed on June 16. I find the Landlord served the Notice of Dispute Resolution Proceeding and hearing information to the Tenant, as shown in the Landlord's evidence. I find the Landlord served this Application (*i.e.*, an order of possession) as per s. 89(2) of the *Act*, in a correct manner specified in s. 89(2)(b). I deem the material served to the Tenant on June 17, as per s. 90(a) of the *Act*.

I find the Landlord credible on their account that this package served via registered mail contained the same evidence they provided to the Residential Tenancy Branch for consideration in this hearing. Though the Tenant denies this, I find the Landlord provided sound evidence that shows they served the required information to the Tenant in a legally valid manner. This evidence outweighs the Tenant's statement in the hearing.

In sum, I find the Landlord served the Notice of Dispute Resolution Proceeding associated with their Application to the Residential Tenancy Branch; the Landlord also served their evidence for this matter as required. All of the Landlord's presented document evidence is on the record and herein receives my consideration.

Issues to be Decided

- a. Is the Landlord entitled to an Order of Possession in line with the 10-Day Notice?
- b. Is the Landlord eligible for recovery of the Application filing fee?

Background and Evidence

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant to my decision.

The Landlord presented two iterations of the tenancy agreement they have in place with the Tenant, and the Tenant verified details:

- on September 1, 2023, the tenancy for a fixed, one-year terms started with the rent amount of \$4,100 payable on the first of each month – the Tenant signed this agreement individually, and paid a security deposit amount of \$2,050
- on August 31, 2024 for a fixed, one-year term through to August 31, 2025, with the rent amount of \$1,300 per month, payable on the first of each month – the Tenant signed this agreement individually on July 31, 2024 (this agreement does not specify an individual unit number)

The Landlord presented 4 other tenancy agreements for this rental unit, for what appear to be varying amounts that are less than that of the rent amount that is on the Tenant's 2024 tenancy agreement. Some agreements refer to individual units (*i.e.*, Unit B); others do not, such as that agreement signed by the Tenant.

The Tenant throughout the hearing reiterated that other occupants at the rental unit property paid differing rent amounts. At no time, according to the Tenant, were they delegated, or agreeing to, being the agent who collected rent from all other occupants to pay to the Landlord. The Tenant also described the method by which “the Ministry” would pay rent amounts directly to the Landlord on the Tenant's behalf, with the Landlord often in direct communication with the agency that handles that aspect of the tenancy for the Tenant, based on the Tenant's income. The Tenant described having to recently rely on other outside sources, of a more charitable nature.

The Landlord presented a series of records that appear to be deposits to their account from the government agency that handles payments on the Tenant's behalf. These records also show payments for other occupants at the rental unit property who live there under separate tenancy agreements.

In the evidence, the Landlord presented the 10-Day Notice to End Tenancy that they signed on June 3, 2025, replacing the signing date of March 12, 2025. The Landlord set the tenancy-end date for June 15, replacing the previous tenancy-end date of June 15, 2025. In the hearing, the Landlord noted they cancelled a prior 10-Day Notice, owing to the assistance they received from the government agency in March.

On this document, the Landlord entered the name of the Tenant, and also listed, in handwriting, the names of the other occupants. This specified the street address for the rental unit property.

On page 2, the Landlord listed the amount of \$5,700, replacing the previous set-value of \$4,000. The Landlord wrote, for the amount apparently due on June 1: June \$3,100, May \$800, previous \$1,600.

The Tenant provided a copy of the 10-Day Notice they received from the Landlord. This bears the handwritten names of other occupants. The dates are clearly typed and not replacing any dates indicating March. The Landlord listed the same payment amounts owing on page 2 of the tenancy agreement. There was no prior indication of an amount of \$4,000.

In the hearing, the Tenant presented that the 10-Day Notice they received was not clear on who it was intended for, with all occupants listed. Also, there is no indication of which person defaulted on rent payments, and no indication of what the \$5,700 consists of in terms of any other occupant at the rental unit.

In the hearing, the Landlord presented that they received payments only from 3 people of 4 others listed besides the Tenant. The Landlord stated they received payment from the Tenant who also provided payment for one of the other occupants.

Analysis

In general, a party that makes an application for compensation against the other party has the burden to prove their claim. This burden of proof is based on a balance of probabilities.

As set out above, I find the parties have a tenancy agreement in place. I note the rent-payment date is the 20th of each calendar month as established in that agreement.

- *Is the Landlord entitled to an Order of Possession in line with the One-Month Notice?*

The *Act* s. 26 strictly requires a tenant to pay rent when it is due under the tenancy agreement, whether or not a landlord complies with the legislation and/or tenancy agreement, unless a tenant has some authorization under the *Act* to deduct all/part of the rent.

The *Act* s. 46 provides that, upon receipt of a 10-Day Notice, a tenant must within 5 days pay the full amount of rent owing, or dispute by filing an application with the Residential Tenancy Branch. If a tenant does not pay arrears or dispute, they are conclusively presumed (as per s. 46(5)) to have accepted that the tenancy will end.

In this tenancy, the Landlord served the 10-Day Notice to the Tenant on June 3, 2025. The Tenant had until June 13 to dispute by filing an application with the Residential Tenancy Branch. The Tenant applied on June 9; therefore, the conclusive presumption part of 2. 46 does not apply.

I find the Landlord served a tenancy-end notice to the Tenant on June 3, 2025. One copy in the evidence, provided by the Landlord, shows they crossed out March 2025 dates and replaced the information with June dates. The Tenant's copy does not bear this notation. Also, the second page on either of the 10-Day Notices in the evidence differs in appearance, though the amount and its details are the same.

Importantly, the Landlord listed the Tenant as the Respondent, and served this tenancy-end notice to the Tenant; however, it is not clear whether the Landlord similarly served a tenancy-end notice to other occupants at the rental unit property, who have separate agreements.

I agree with the Tenant that the amount of \$5,700 on the second page, though showing what it is comprised of, is not clear on which rental unit occupant is defaulting on rent payments. I conclude that the Landlord is making the Tenant solely responsible for rent payments at the rental unit, when there are separate agreements in place. Should the Landlord wish to evict all occupants, given there are separate tenancy agreements, there should be separate tenancy-end notices to each occupant.

The Landlord's evidence showing payments they received from the government agency is not straightforward in an explanation, and it is not my role to provide the accounting or rationale in this instance, in order to give effect to the tenancy-end notice the Landlord served to the Tenant.

I find the differing of details on the tenancy-end notice – showing apparently that the Landlord retained a copy that differs from that they served to the Tenant – is significant, and undermines the legitimacy of the Landlord seeking to end the tenancy via this tenancy-end document.

I find also the Landlord was not clear in presenting what the Tenant has exclusive possession of, and why there are different agreements in place, though the Landlord is seeking to end all tenancies apparently in place via a single end-tenancy notice.

For the reasons above, I find the 10-Day Notice is not valid. The Landlord did not establish, on a balance of probabilities, that the Tenant is responsible for \$5,700 owing in total, with separate agreements in place that combine rent amounts. The burden of proof was on the

Landlord for this hearing, and they did not provide a sufficient account to show the details in order to establish why the tenancy should end for this Tenant.

In conclusion, I order the 10-Day Notice that the Landlord served to the Tenant on June 3, 2025 is cancelled and of no force or effect. The tenancy continues until it is ended in a legal manner.

I dismiss the Landlord's Application for an order of possession, as well as recovery of rent amounts owed.

- *Is the Landlord eligible for recovery of the Application filing fee?*

I find the Landlord was not successful in this Application; therefore, I dismiss their claim for the filing fee recovery.

Conclusion

I grant the Tenant's Application for a cancellation of the 10-Day Notice. The 10-Day Notice is of no force or effect, and the tenancy shall continue.

As above, I dismiss other pieces of the Tenant's Application, with leave to reapply.

I dismiss the Landlord's Application, without leave to reapply.

I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: July 18, 2025

Residential Tenancy Branch