



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes Tenants: CNR, CNOP, CNMN, OLC
 Tenants: CNR, MNRT, OLC

Introduction

This hearing dealt with the Tenants' primary 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; and,
2. An Order for the Landlord to comply with the Act, regulations, and tenancy agreement under section 62(3) of the Act.

This hearing also dealt with the Tenants' secondary Application under the 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;
2. An Order for compensation for the cost of emergency repairs under sections 33 and 67 of the Act; and,
3. An Order for the Landlord to comply with the Act, regulations, and tenancy agreement under section 62(3) of the Act.

No one attended the hearing for the Tenants.

Landlord HSS, support JS attended the hearing for the Landlord.

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

I have no evidence that the Tenants' primary Application was served on the Landlord.

Under section 89 of the Act, an application for dispute resolution, when required to be given to one party by another, must be given in one of the following ways:

- (a) by leaving a copy with the person;
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;
- (c) by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;
- (d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;
- (e) [Repealed 2023-47-98.]
- (f) by any other means of service provided for in the regulations.

As the Tenants did not serve the Landlord at all with the Proceeding Package for their primary Application, principles of natural justice were breached. Principles of natural justice (also called procedural fairness) are, in essence, procedural rights that ensure parties know the case against them, parties are given an opportunity to reply to the case against them and to have their case heard by an impartial decision-maker: *AZ Plumbing and Gas Inc.*, BC EST # D014/14 at para. 27. Procedural fairness requirements in administrative law are functional, and not technical, in nature. They are also not concerned with the merits or outcome of the decision. The question is whether, in the circumstances of a given case, the party that contends it was denied procedural fairness was given an adequate opportunity to know the case against it and to respond to it: *Petro-Canada v. British Columbia (Workers' Compensation Board)*, 2009 BCCA 396 at para. 65.

I find that service of the Tenants' primary Application was not effected and it would be administratively unfair to proceed on the Tenants' primary Application against the Landlord. I dismiss the Tenants' primary Application.

The Tenants uploaded the registered mail Canada Post receipt with the tracking number in their secondary Application evidence uploads. The Landlord testified that they received the Tenants' Proceeding Package by registered mail and they provided the Canada Post tracking number for the package. Canada Post reported that the package was purchased on June 20, 2025. I find that the Landlord was sufficiently served with the Tenants' secondary Application Proceeding Package on June 25, 2025 in accordance with section 71(2)(b) of the Act.

Service of Evidence

The Landlord said they personally served their evidence on the Tenants on July 4, 2025. The Landlord testified that their neighbour witnessed the service of their evidence. I find that the Tenants are sufficiently served with the Landlord's evidence in accordance with section 71(2)(b) 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 Tenants would have known about and resulted since the Tenants submitted the application. I accept the Landlord's request to amend their original application from \$2,000.00 to \$4,000.00 to reflect the unpaid rent that became owing by the time this hearing was convened.

Issues to be Decided

Tenants' secondary Application:

1. Are the Tenants entitled to cancellation of the Landlord's 10 Day Notice? If not, is the Landlord entitled to a Monetary Order and an Order of Possession?
2. Are the Tenants entitled to an Order for compensation for the cost of emergency repairs?
3. Are the Tenants entitled to an Order for the Landlord to comply with the Act, regulations, and tenancy agreement?

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 testified that the periodic tenancy began on November 1, 2024. Monthly rent is \$2,000.00 payable on the first day of each month. A security deposit of \$1,000.00 was collected at the start of the tenancy and is still held by the Landlord. The Landlord testified that no monies were received for a pet damage deposit from the Tenants.

The Landlord served three 10 Day Notices on the Tenants. The June notice was served by attaching it to the Tenants' door on June 11, 2025. The reason in the 10 Day Notice why the Landlord was ending the tenancy was because the Tenants owed \$2,000.00 in outstanding rent on June 1, 2025. The effective date of the 10 Day Notice was June 24, 2025.

The Tenants applied to dispute the notice on June 16, 2025.

The Landlord said the Tenants did not pay rent for the months of June or July 2025.

The Landlord stated that the Tenants do not have permission from the Landlord to withhold rent, and the Tenants have not received an Order from an Arbitrator authorizing them to withhold rent. The Landlord is seeking an Order of Possession and a Monetary Order for unpaid rent in the amount of \$4,000.00.

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.

This hearing was conducted pursuant to RTB Rules of Procedure 7.3, in the Tenants' 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 a Monetary Order and an Order of Possession for unpaid rent?

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

I find the Landlord's June 10 Day Notice was deemed served on the Tenants on June 14, 2025 in accordance with sections 88(g) and 90(c) of the Act. I find the Landlord's 10 Day Notice complied with the form and content requirements of section 52 of the Act.

The Tenants did not pay the overdue rent, or attend at this hearing to provide testimony. Based on the undisputed testimony of the Landlord, the Tenants are still in rental arrears in this tenancy, they do not have permission from the Landlord to withhold rent and the Tenants do not have an Arbitrator's Order to withhold rent. I find that the Landlord's 10 Day Notice is valid and I uphold it.

I must consider if the Landlord is entitled to an Order of Possession and a Monetary Order for unpaid rent.

Order of possession for the landlord

55 (1) *If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if*

- (a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and*
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.*

(1.1) 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 subsection (1) (a) and (b) of this section apply, the director must grant an order requiring the payment of the unpaid rent.

I have upheld the Landlord's 10 Day Notice and I find the Landlord is entitled to an Order of Possession under section 55(1) of the Act which will be effective on July 31, 2025 after service on the Tenants.

The Landlord is also entitled to a Monetary Order to recover the outstanding rent amount under section 55(1.1) of the Act. The total outstanding rent amount is \$4,000.00. 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 deposit plus interest totaling \$1,009.58 in partial satisfaction of the monetary award.

The Landlord's monetary award is calculated as follows:

Item	Amount
June rent	\$2,000.00
July rent	\$2,000.00
Less security deposit	-\$1,000.00
Less security deposit interest*	-\$9.58
Landlord's monetary award:	\$2,990.42

*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 deposit amount, before any deductions are made, and it is not doubled. Interest was calculated using the Residential Tenancies Online Tools: Deposit Interest Calculator.

Conclusion

The Tenants' primary and secondary Applications are dismissed.

I grant the Landlord a Monetary Order in the amount of \$2,990.42, and the Tenants must be served with this Order as soon as possible. Should the Tenants 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.

I grant an Order of Possession to the Landlord effective on July 31, 2025 at 1:00 PM. The Landlord must serve this Order on the Tenants as soon as possible. Should the

Tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: July 14, 2025

Residential Tenancy Branch