

DECISION

Introduction

This hearing dealt with two Applications for Dispute Resolution, filed by the Landlord on June 17, 2025, under the *Residential Tenancy Act* (the **Act**) for:

- An Order of Possession based on a One Month Notice to End Tenancy for Cause under sections 47 and 55 of the *Act*.
- An Order of Possession based on a 10-Day Notice to End Tenancy for Unpaid Rent under sections 46 and 55 of the *Act*.
- A Monetary Order for unpaid rent pursuant to section 67 of the *Act*.

AS, AP, and BM attended the hearing for the Landlord, as agents. No one attended for the Tenants.

All parties were advised of Rule 6.11 of the Residential Tenancy Branch (the **Branch**) *Rules of Procedure*, which states “[p]ersons are prohibited from recording dispute resolution hearings themselves; this includes any audio, photographic, video, or digital recording.”

AS, AP, and BM all affirmed to tell the truth.

Service of Records and Request for Amendment

AS testified that they prepared packages containing copies of Proceeding Packages (applications and evidence) in relation to both of the Landlord’s applications and handed them to BM.

BM testified that on June 19, 2025, they personally attended the Rental Unit, where both named tenants currently reside, and when the tenants refused to accept the Landlord’s applications personally, they taped the Proceeding Packages to the Rental Unit’s door.

I accept BM’s affirmed testimony that they attached copies of both Proceeding Packages that are the subject of this dispute resolution hearing by attaching them to the Rental Unit’s door, where both tenants are currently residing.

At the hearing, AP requested an amendment to their application ending in 920, to include a claim for unpaid rent for the month of July 2025. I will outline my reasons for denying this request, below.

Section 89(1) of the *Act*, with respect to service of applications of a monetary nature to a tenant, states that service of the Proceeding Package must be in person or by registered mail, or by pre-agreed email in accordance with section 43 of the *Residential Tenancy Regulation*.

Section 89(2) of the *Act*, with respect to service of applications related to orders of possession pursuant to section 55 of the *Act* to a tenant, states that in addition to the above methods, the Landlord can also leave a copy with an adult “who apparently resides with the tenant” or by attaching a copy to the Rental Unit’s door.

In their application ending with the file number 920, the Landlord is seeking a monetary order for unpaid rent, pursuant to section 67 of the *Act*, and for an order of possession, pursuant to section 55 of the *Act*. Section 55(2)(b) of the *Act* states that a landlord may request an order of possession of a rental unit if a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired.

Section 55(4) of the *Act*, in turn, states that in the circumstances described in subsection 55(2)(b), the director may, without any further dispute resolution process under Part 5 [Resolving Disputes], grant an order of possession, and if the application is in relation to the non-payment of rent, grant an order requiring payment of that rent.

Therefore, if I were to accept the Landlord’s amendment request, any possible monetary orders would need to be granted under section 67 of the *Act*, not pursuant to section 55(4) of the *Act*, because the notice to end tenancy given by the Landlord was not in relation to June 2025. This would mean that the Landlord, by attaching their 920 application to the Rental Unit’s door, would not be in compliance with section 89(2) of the *Act* and I would not have statutory authority to grant the Landlord’s claim for unpaid rent in the month of June 2025.

For the reasons above, the Landlord’s amendment request is denied. The Landlord may file a separate application to seek compensation for June 2025. The Landlord is cautioned that monetary applications must be served in accordance with section 89(1) of the *Act*, not in accordance with section 89(2) of the *Act*.

With respect to the current applications before me, I find as follows: pursuant to section 90 of the *Act*, I find the Tenants are deemed served with the Landlord’s applications with file numbers ending in the three digits 939 and 920, on June 22, 2025, three days after the Proceeding Packages were attached to the Rental Unit’s door by BM, in accordance with section 89(2) of the *Act*.

Background and Evidence

I have reviewed and considered all the oral and documentary evidence before me that met the requirements of the Branch’s *Rules of Procedure*, and to which I was referred.

However, only the evidence relevant to the issues and findings in this matter are described in this decision.

AP and AS testified that:

- This tenancy began on October 1, 2024.
- The monthly rent in this tenancy is \$1,400.00, due on the first day of every month.
- The Tenants paid a \$700.00 security deposit prior to the start of this tenancy, but in October 2024, the \$700.00 deposit was applied to outstanding rent in that month, by agreement between the parties.
- The Landlord is not holding any security deposit or pet deposit, in trust for the Tenants.
- The Tenants failed to pay any rent in the month of February 2025.

AS testified that they personally prepared two different eviction notices, to be served to the Tenants. AS testified that on February 14, 2025, they signed a 10 Day Notice to End Tenancy for Unpaid Rent in the month of February 2025 (the **10 Day Notice**), and at 9:02 AM on the same date, they emailed a copy of the 10 Day Notice to the Tenants, by pre-agreed email.

The Landlord submitted a copy of an #RTB-51 Address for Service form, wherein I can see the Tenants' names and signatures from both tenant JS and tenant KJ, indicating that they agreed to be served records, for the purposes of the *Act*, by the provided email address.

AS submitted a copy of the email they sent to the Tenants at 9:02 AM on February 14, 2025. I can see the 10 Day Notice included as an attachment. I can also see tenant JS' response to the email.

BM, with respect to a One Month Notice to End Tenancy for Cause, signed by AS on May 16, 2025 (the **One Month Notice**), testified that on May 16, 2025, they handed a copy of the One Month Notice to tenant JS. BM signed a proof of service form, which I reviewed during and after the hearing.

Both the 10 Day Notice and the One Month Notice were submitted by the Landlord, as evidence.

The Landlord's agents testified that the Tenants never served them with any dispute applications in response to either eviction notice.

There is no evidence before me that the Tenants disputed either eviction notice by filing an application at the Branch.

AS testified that February 2025 rent remains outstanding, in full.

Analysis

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

Section 47(4) and (5) of the *Act* state that a tenant who has received a notice under this section, who does not make an application for dispute resolution within 10 days after the date the tenant receives the notice, is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date.

I accept BM's affirmed and uncontested testimony that on May 16, 2025, they personally handed a copy of the One Month Notice to tenant JS. I find the One Month Notice was served to JS in accordance with section 88 of the *Act*, on May 16, 2025. The Tenants had 10 days, in accordance with section 47(4) of the *Act*, to dispute the Notice, if they wished to do so.

Based on the uncontested evidence before me, I find that the Tenants did not make an application under section 47(4) of the *Act* within 10 days of receiving the One Month Notice. In accordance with section 47(5) of the *Act*, due to the failure of the Tenants to take this action within 10 days, I find the Tenants are conclusively presumed to have accepted that the tenancy ended on the effective date stated in the One Month Notice. In this case, the Tenants and all occupants on the premises were required to vacate the premises by June 30, 2025.

I find the Notice complies with the form and content requirements of section 52 of the *Act*, because it is signed and dated, the grounds for ending the tenancy are clearly outlined, the notice is in the approved form, the Tenants' names are listed, I can see the effective date of the Notice, the Rental Unit's address is included, and the Landlord has provided their address for service.

Therefore, I find that the Landlord is entitled to an Order of Possession based on the One Month Notice, and sections 47 and 55 of the *Act*. Section 55(3) of the *Act* states that the director may grant an order of possession before or after the date when a tenant is required to vacate a rental unit, and the order takes effect on the date specified in the order.

The Branch's Policy Guideline 54 provides some factors that may be considered in determining the date of an order of possession:

An application for dispute resolution relating to a notice to end tenancy may be heard after the effective date set out on the notice to end tenancy. Effective dates for orders of possession in these circumstances have generally been set for seven days after the order is received.

While there are many factors an arbitrator may consider when determining the effective date of an order of possession some examples are:

- The point up to which the rent has been paid.
- The length of the tenancy.
 - e.g. If a tenant has lived in the unit for a number of years, they may need more than seven days to vacate the unit.
- If the tenant provides evidence that it would be unreasonable to vacate the property in seven days.
 - e.g., If the tenant provides evidence of a disability or a chronic health condition.
- If the tenant has pets or children

In the absence of any evidence for why the Tenants would be unable to vacate the Rental Unit in a short period of time, pursuant to section 55 of the *Act*, I order this tenancy to end seven (7) days after service of the attached Order of Possession to the Tenants.

In granting the above order, I have considered AP's uncontested testimony that the Tenants did not pay any rent in July 2025, and that their February 2025 rent also remains outstanding. I have also considered the fact that the effective date of the One Month Notice has now passed. Finally, this tenancy is not long standing.

Is the Landlord entitled to an Order of Possession based on the 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 Branch. If the tenant does not pay the arrears, or dispute the 10 Day Notice, they are conclusively presumed to have accepted the end of the tenancy under section 46(5) of the *Act*.

The Tenants did not attend the hearing; consequently, AS', AP's, and BM's affirmed testimonies went unopposed. I accept the agents' uncontested evidence that the Tenants have never paid February 2025 rent. I find there is no evidence before me that the Tenants disputed the 10 Day Notice by filing an application with the Branch.

After reviewing the copy of the Address for Service form submitted by the Landlord as evidence, and in consideration of AS' affirmed testimony, I find the Tenants agreed to be served records, for the purposes of the *Act*, by the email address indicated in the #RTB-51 form submitted by the Landlord, as evidence. I accept AS' testimony that they personally emailed a copy of the 10 Day Notice to the Tenants, at the pre-agreed email address, on February 14, 2025, because the testimony was uncontested, and because the Landlord submitted a copy of AS' email to the Tenants. I can also see the Tenants' response to AS, on February 14, 2025, pursuant to which I find the Tenants received the 10 Day Notice, on February 14, 2025, by pre-agreed email, in accordance with section 43 of the *Residential Tenancy Regulation*.

Therefore, the Tenants had five days from February 14, 2025, to either pay the amount stated in the 10 Day Notice or file a claim in dispute. I have found the Tenants did neither.

Therefore, in accordance with section 46(5) of the *Act*, due to the failure of the Tenants to take either of the above actions within five days of February 14, 2025, I find the Tenants are conclusively presumed to have accepted the end of this tenancy. In this case, the Tenants and anyone on the premises were required to vacate the premises by February 24, 2025, the effective date of the 10 Day Notice.

Section 52 of the *Act* states that in order for an eviction notice to be effective, the notice to end a tenancy must be in writing and must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and to be in the approved form. I have reviewed the submitted copy of the 10 Day Notice and I find that it meets the form and content requirements of section 52 of the *Act*, because it is signed and dated, it includes the Rental Unit's address, the name of the Tenants, the ground for ending the tenancy, the effective date of the Notice and it is in the approved form.

Therefore, I find that the Landlord is entitled to an Order of Possession based on the 10 Day Notice, under sections 46 and 55 of the *Act*.

I outlined my analysis for the attached Order of Possession, effective seven (7) days after service of the Order to the Tenants, above.

The Tenants are cautioned that any costs related to enforcing orders of possession may be recoverable from the Tenants by the Landlord, including the costs related to hiring a bailiff.

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

Section 55(2)(b) of the *Act* states that a landlord may request an order of possession of a rental unit if a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired.

Section 55(4) of the *Act*, in turn, states that in the circumstances described in subsection 55(2)(b), the director may, without any further dispute resolution process under Part 5 [*Resolving Disputes*], grant an order of possession, and if the application is in relation to the non-payment of rent, grant an order requiring payment of that rent.

Pursuant to section 55 of the *Act*, I grant the Landlord a Monetary Order for unpaid rent, in the amount of \$1,400.00, for the Tenants' failure to pay February 2025 rent.

Conclusion

The Landlord's applications are granted, in full. Pursuant to section 55 of the *Act*, I grant the Landlord an Order of Possession, which must be served to the Tenants as soon as possible, effective **seven (7) days after service of the Order to the Tenants**.

The Order of Possession may be filed in British Columbia Supreme Court and enforced as an order of that Court. The Tenants are cautioned that costs of such enforcement may be recoverable from the Tenants, including costs of hiring a bailiff.

Pursuant to section 55 of the *Act*, I grant the Landlord a Monetary Order for unpaid February 2025 rent, in the amount of \$1,400.00.

The Landlord is provided the attached Monetary Order in the above terms and the Tenants must be served with the Monetary Order as soon as possible. Should the Tenants fail to comply with the Order, the Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims 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: July 17, 2025

Residential Tenancy Branch