



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes CNE, LRE, LAT / CNR

Introduction

The hearing was convened following Applications for Dispute Resolution (Applications) from the Tenant under the *Residential Tenancy Act* (the Act), which were joined to be heard simultaneously.

In their first Application, filed on July 30, 2025, the Tenant seeks:

- Cancellation of a One Month Notice to End Tenancy for End of Employment under section 48(5) of the Act;
- An order to suspend or set conditions on the Landlord's right of entry to the rental unit under section 70 of the Act; and
- An order of authorization to change the locks to rental unit under sections 31 and 70 of the Act.

In their second Application, filed August 9, the Tenant seeks:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice) under to section 46(4) of the Act.

An Agent for the Landlord attended the hearing. Although I waited until 9:45 AM to enable the Applicant Tenant to connect with this teleconference hearing scheduled for 9:30 AM, the Tenant did not attend. The hearing proceeded in the Tenant's absence under rule 7.3 of the *Rules of Procedure*.

Service of Notice of Dispute Resolution Proceeding and Evidence

The Landlord's Agent affirmed they did not receive the Notice of Dispute Resolution Proceeding Package (the Materials) for either Application from the Tenant. Instead, a courtesy copy of the Materials for each Application was received from the Residential Tenancy Branch. Despite this, the Landlord's Agent confirmed they were prepared to discuss the matters raised in the Applications. Given this, under section 71(2)(c) of the Act, I find the Materials for both Applications were served as required for the purposes of the Act.

The Landlord's Agent affirmed they sent the Landlord's written evidence to the Tenant via email on August 24. The parties do not have a written agreement to serve one another using email, but the Landlord's Agent affirmed the parties would communicate frequently by this method.

I find the evidence submitted by the Landlord that is relevant to these Applications consists of the copy of the written tenancy agreement and the 10 Day Notice. The tenancy agreement is signed by the Tenant and I find in all likelihood both of these records would be in their possession already. Given this, I find these records were served as required under section 71(2)(c) of the Act and admit them to consideration.

Preliminary Issues

Amendment

Under section 64(3)(c) of the Act I amended the Applications to list the correct legal name of the Landlord.

Vacant rental unit

The Landlord's Agent testified that the Tenant had vacated the rental unit on or around August 15, 2025, though the precise date was not known. They confirmed that an Order of Possession was not sought, though there was the issue of outstanding rent still to address from their perspective.

Based on the above, I find all issues raised by the Tenant in their first Application are moot since the tenancy is over and they have vacated the rental unit. I dismiss the Tenant's first Application without leave to reapply. Only the issue of unpaid rent under

the 10 Day Notice raised in the Tenant's second Application will be determined in this Decision.

Issue to be Decided

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

Background and Evidence

The attending party was given an opportunity to present evidence and make submissions. I have reviewed all written and oral evidence provided to me, however, only the evidence relevant to the issues in dispute will be referenced in this Decision.

The Landlord's evidence indicated the following regarding the tenancy:

- The tenancy began on June 20, 2025.
- The Tenant was employed by the Landlord.
- Rent was \$850.00 per month, with payment deducted from the Tenant's semi-monthly pay.
- A security deposit of \$350.00 was due and was to be taken in installments of \$50.00 from the Tenant's first seven paycheques.
- The Landlord holds a security deposit totalling \$150.00.
- There is a written tenancy agreement signed by both parties, a copy of which was submitted as evidence.

The Landlord's Agent affirmed as follows. The Tenant's employment was terminated as of July 15, 2025. The Tenant was informed that they would have to vacate the rental unit, and if they did not do so by August 1, they would have to pay rent of \$850.00 per month. The Tenant did neither, so the 10 Day Notice was served to them.

A copy of the Notice was entered into evidence. The Notice is on the approved form, is signed and dated August 2, 2025 and provides an effective date of August 12. The reason for ending the tenancy, per the Notice is the Tenant has failed to pay \$850.00 due on August 1.

A notice for entry was served on August 11. The Landlord received notice from other employees on or around August 14 that the Tenant's vehicle had not been seen around the residential property. On August 15, the rental unit was found to be vacant.

Compensation for the \$850.00 rent owing for August is sought, though the Landlord's Agent indicated they did not wish to receive a Monetary Order for unpaid rent, rather, they just requested authorization to retain the security deposit they hold.

Analysis

Rule 6.6 of the Residential Tenancy Branch *Rules of Procedure* states that 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.

In most circumstances this is the person making the application. However, in some situations the arbitrator may determine the onus of proof is on the other party. For example, the landlord must prove the reason they wish to end the tenancy when the tenant applies to cancel a Notice to End Tenancy, as is the case here.

Section 26 of the Act requires tenants to pay rent on time unless they have a legal right to withhold some, or all, of the rent. Additionally, section 46(1) of the Act allows a landlord to end a tenancy if the tenant does not pay rent on time by issuing a 10 Day Notice to End Tenancy for Unpaid Rent.

Based on the evidence before me and the Landlord's Agent's undisputed testimony, which I found to be detailed, consistent, supported by evidence and ultimately to be credible, I accept that rent for August 2025 was not paid by the Tenant. Since the Tenant's employment had ended at this stage it was not possible for the Landlord to deduct rent from the Tenant's pay.

I accept the undisputed testimony of the Landlord's Agent that no payments were made by the Tenant towards August's rent. Therefore, I find on a balance of probabilities that the 10 Day Notice was given for a valid reason, namely, the non-payment of rent. I also find that the 10 Day Notice complies with the form and content requirements of section 52 of the Act.

I accept the Landlord's Agent's undisputed testimony that the outstanding rent was not paid in full within five days of the Tenant receiving the 10 Day Notice, which I find was on August 5, per the Tenant's submissions with the second Application. Had this been

done it would have meant the 10 Day Notice has no effect in accordance with section 46(4)(a) of the Act.

Given the above, I find the Landlord has established the reasons for the 10 Day Notice are valid. I dismiss the Tenant's Application to cancel the 10 Day Notice without leave to reapply. I find the Landlord is entitled to an Order of Possession based on the 10 Day Notice under section 55(1) of the Act, but since it was confirmed that this is not required, none shall be issued.

Under section 55(1.1) of the Act, the Landlord is also entitled to an order for unpaid rent. I find on a balance of probabilities the Tenant owes the Landlord unpaid rent of \$850.00, but since no Monetary Order is requested, one will not be issued, though in accordance with the offsetting provisions of section 72(2)(b) of the Act, the Landlord may retain the Tenant's security deposit of \$150.00, plus interest, as partial satisfaction of the compensation due.

The security deposit was paid in a piecemeal fashion, and the dates of the payments were not clear, so calculating interest is problematic. However, since I am satisfied security deposit plus any interest would clearly exceed the amount owing by the Tenant to the Landlord, I do not find this a significant issue here.

Conclusion

The Tenant's Applications are dismissed without leave to reapply.

The Landlord is authorized to retain the Tenant's security deposit.

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: September 02, 2025

Residential Tenancy Branch