



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## **DECISION**

**Dispute Codes**      OPC, FFL, CNC-MT, FFT

### **Introduction**

This hearing dealt with cross applications. The Landlord applied for an Order of Possession based on a One Month Notice to End tenancy for Cause ("One Month Notice"). The Tenant applied to dispute the One Month Notice and more time to file the dispute.

The Landlord's agent appeared for the hearing.

The Tenant did not appear despite the teleconference call remaining open for 23 minutes to allow the Tenant the opportunity to appear.

### **Service of Notices of Dispute Resolution proceedings and evidence**

The Landlord provided a copy of a Canada Post receipt to show the Landlord's proceeding package and evidence were sent to the Tenant via registered mail on April 11, 2025. Canada Post tracking information shows the package was successfully delivered on April 16, 2025. I find the Tenant was duly served and I admitted the Landlord's materials.

The Landlord acknowledged receiving the Tenant's proceeding package by registered mail and evidence was received from the tenant on May 6, 2025. Although received late, the Landlord was willing to be deemed sufficiently served with the Tenant's evidence package. I deemed the Landlord sufficiently served under section 71 of the Act and admitted the Tenant's evidence package.

### **Preliminary Issue – Extension of Time to make Tenant's application**

The Tenant requested more time to make her application to dispute the One Month Notice. The One Month Notice was served by registered mail sent on March 24, 2025, and Canada Post recorded that the registered mail was successfully delivered on March 27, 2025. Therefore, I find the Tenant had 10 days from March 27, 2025, to file her application to dispute the One Month Notice.

Taking into account the weekend, I find the Tenant's deadline for filing to dispute the One Month Notice was April 7, 2025. The Tenant filed her application late, on April 8, 2025.

Section 66 of the Act permits the Director to extend a time limit in "exceptional circumstances". The Tenant did not indicate any reason for filing late in the submissions contained on her Application or in her evidence package. Nor, did the Tenant appear at the hearing to orally provide any reasons for filing outside of the time limit for doing so. Therefore, I deny the Tenant's request for an extension.

Having denied the Tenant's request for an extension of time to dispute the One Month Notice, I proceed on the basis the One Month Notice was undisputed, and I dismiss the Tenant's application in its entirety.

### **Issue(s) to be Decided**

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to recover the filing fee from the Tenant?

### **Background and Evidence**

The tenancy started on September 1, 2023. The Tenant paid a security deposit of \$1,125.00 and a pet damage deposit of \$537.50. The monthly rent was originally set at \$2,150.00, and I heard that the current monthly rent is \$2,250.00.

The Landlord issued a One Month Notice to the Tenant on December 19, 2024. The parties subsequently had a discussion whereby the Tenant said she would move back into the rental unit. The Landlord did not act upon this notice.

From February 2025 onwards, the Tenant's rent cheques started bouncing and the rent was sent to the Landlord using an account associated to the Tenant's ex-husband.

On or about March 2, 2025, the Landlord learned that the Tenant did not move back into the rental unit and the rental unit was occupied by the Tenant's ex-husband, another woman, and five children.

On March 24, 2025, the Landlord issued another One Month Notice to the Tenant and sent it registered mail. The registered mail was successfully delivered on March 27, 2025. The One Month Notice dated March 24, 2025 is the One Month Notice the Landlord seeks to enforce.

The Landlord had submitted a copy of December 19, 2024 One Month Notice but inadvertently neglected to submit a copy of the March 24, 2025 One Month Notice. The Tenant had included a copy of both One Month Notices in her evidence package and the Landlord confirmed that the copy of the March 24, 2025 One Month Notice that was submitted by the Tenant is an accurate copy of the One Month Notice served upon the Tenant.

The One Month Notice dated March 24, 2025 has a stated effective date of April 30, 2025. The One Month Notice indicates the reason for ending the tenancy is because the Tenant has assigned or sublet the rental unit without the Landlord's permission.

In the details of cause, the Landlord wrote that the Tenant moved out of the rental unit and allowed other parties to move in. Further, there are seven people occupying the rental unit when the tenancy agreement limits the number of occupants to four.

In recognition that there are several children occupying the rental unit, the Landlord was agreeable to permitting occupation until May 31, 2025.

### **Analysis**

Where a Tenant is served with a One Month Notice under section 47 of the Act, the Tenant has 10 days after receiving the notice to file an application to dispute the notice. If the Tenant does not file to dispute the notice within that time, or is not granted an extension, the Tenant is conclusively presumed to have accepted the tenancy will end on the effective date of the notice.

In this case, I have reviewed the One Month Notice dated March 24, 2025 that was provided by the Tenant. It is in the approved form and indicates a reason for ending a tenancy that is available under section 47 of the Act. The Tenant did not file to dispute the One Month Notice within the time limit for doing so and I have denied the Tenant's request for an extension. Therefore, I find the One Month Notice to be undisputed and the tenancy is at an end based on the undisputed One Month Notice dated March 24, 2025.

In light of the above, I find the Landlord entitled to an Order of Possession under section 55 of the Act. I grant the Landlord's request for an Order of possession effective on May 31, 2025.

Since the Landlord was successful in this proceeding, I award the Landlord recovery of the \$100.00 filing fee paid by the Landlord. The Landlord is authorized to recover this award by deducting \$100.00 from the Tenant's security deposit.

### Conclusion

The Tenant's application is dismissed in its entirety.

The Landlord is provided an Order of Possession effective at 1:00 p.m. on May 31, 2025, after service upon the Tenant. Should the Tenant, or any persons occupying the property, fail to vacate the rental unit by this date, the Order of Possession may be enforced in the Supreme Court of British Columbia.

The Landlord is awarded the filing fee and is authorized to recover this award by deducting \$100.00 from 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 *Residential Tenancy Act*.

Dated: May 07, 2025

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Residential Tenancy Branch