

## **DECISION**

### **Introduction**

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (Act). The Tenant's application for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) and an extension of the time limit to dispute the One Month Notice under sections 47 and 66 of the Act
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order regarding the Tenant's dispute of a rent increase by the Landlord under section 41 of the Act
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

And the Landlord's application for:

- An Order of Possession based on a One Month Notice to End Tenancy for Cause under sections 47 and 55 of the Act
- Authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Agent CL (CL) for the Landlord attended the hearing and was affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package), Evidence and Preliminary Matters**

#### *Service*

I find that the Tenant was served on June 3, 2025, by registered mail in accordance with section 89(1) and 90 of the Act, the fifth day after the registered mailing. CL testified that the Proceeding Package and documentary evidence were served via registered mail on May 29, 2025. CL provided the Canada Post tracking number to confirm this service.

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

CL testified that they were not served the Proceeding Package and documentary evidence for the Tenant's application. The Tenant's application details also failed to provide proof of service information.

### *Tenant Failed to Attend*

The Tenant did not appear for the hearing on June 23, 2025, and only CL attended for the Landlord. As the Tenant failed to attend the hearing and due to the service issues noted above, I dismiss the Tenant's application without leave to reapply as per Rule of Procedure 7.3.

Further, the communications log on the Tenant's online application for dispute resolution shows that on June 20, 2025, they called and informed a Residential Tenancy Branch (RTB) staff member that they vacated the rental unit.

### *Amended Name*

At the outset of the hearing CL provided the full legal name of the Landlord as listed on the Tenancy Agreement (TA) and the One Month Notice.

Based on the testimony provided, the TA, and as per RTB Rules of Procedure (Rules) Rule 7.12, I amended the Landlord's application to include the correct name of the Landlord.

## **Issues to be Decided**

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

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

## **Background and Evidence**

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

CL testified that this tenancy began on July 6, 2023, and the monthly rent of \$1,750.00 is due on the first day of each month. The Tenant paid a security deposit in the amount of \$850.00, which the Landlord continues to hold in trust. The Tenant paid a pet damage deposit, which was returned to them. The Tenancy Agreement (TA) was submitted in evidence.

On April 1, 2025, the Landlord served by attaching a copy to the Tenant's door the One Month Notice, with an effective date of May 31, 2025. The One Month Notice indicates the following reasons to end the tenancy:

- Breach of material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The Details of Cause listed on the One Month Notice state:

Term(s) Breached:

3. Only pets listed on a signed Pet Agreement are permitted on the premises. No other pets are permitted without the prior written consent of Owner or Agent. This includes pets of family, friends, and visitors to the property.

23. Any household waste, including (but not limited to) garbage, boxes, papers, recyclable materials, discarded furniture, or other materials must not be placed, or left in hallways, parking areas, driveways, on patios, or other common areas, except for those areas designated for disposal. All garbage must be drained, bagged, or wrapped, and tied securely before being placed in any approved receptacle. Any large items must be discarded and removed from the premises at the tenant's expense.

[reproduced as written]

The Landlord submitted documentary evidence for the above noted violations. CL testified that the Tenant was given warnings and a breach letter (Breach Letter) dated March 26, 2025. The Breach Letter was submitted in evidence.

## **Analysis**

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

Section 47 of the Act states that a landlord may issue a One Month Notice to end a tenancy when the landlord has cause to do so under the Act.

Section 47(4) and (5) of the Act states that a tenant who has received a notice under this section may apply to have it cancelled and that those who do 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 the undisputed testimony of CL that the Tenant was served with the One Month Notice in compliance with the service provisions under section 88 of the Act.

Based on the evidence before me, the testimony of CL, and on a balance of probabilities, I find the Tenant did not make an application under section 47(4) of the Act within 10 days of receiving the One Month Notice.

Further, although the Tenant filed a late application to dispute the One Month Notice, and for more time to do so, they failed to serve to the Landlord the Proceeding Package and evidence as required by the Act, nor did they attend the hearing to explain why they required more time to dispute the One Month Notice.

In consideration of the above, and in accordance with section 47(5) of the Act, due to the failure of the Tenant to take this action within 10 days, I find the Tenant is conclusively presumed to have accepted that the tenancy ended on May 31, 2025, the effective date on the One Month Notice.

Since I have dismissed the Tenant's application, I find it not necessary to consider the merits of the One Month Notice. However, I find that I must consider whether the Landlord has met the statutory requirements under the Act to end the tenancy. I have reviewed the One Month Notice and I find the One Month Notice was completed in the approved form and the content meets the statutory requirements under section 52 of the Act.

I am satisfied based on the Landlord's evidence that the Landlord has met the statutory requirements under the Act to end this tenancy. As such, I find that the Landlord is entitled to an Order of Possession based the One Month Notice under sections 47 and 55 of the Act.

### **Is the Landlord entitled to recover the filing fee for this application from the Tenant?**

As the Landlord was successful in their application, I grant the Landlord the \$100.00 filing fee paid for this application under section 72 of the Act. I authorize the Landlord to deduct this amount from the security deposit, as per section 62(3) and 72(2) of the Act.

### **Conclusion**

I grant an Order of Possession to the Landlord **effective by 1:00 PM on June 30, 2025, after service of this Order on the Tenant.** Should the Tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Under section 62(3) of the Act, I authorize the Landlord to deduct the \$100.00 filing fee from Tenant's security deposit. The Landlord must manage the balance of the security deposit in accordance with the Act.

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: June 23, 2025

---

Residential Tenancy Branch