

## **DECISION**

### **Introduction**

This hearing dealt with Applications for Dispute Resolution from both the Tenant and the Landlords under the *Residential Tenancy Act* (the Act). The Tenant's Application for Dispute Resolution, filed on July 3, 2025 (the Application), is for:

- Cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act

The Landlords' Application for Dispute Resolution, filed on July 7, 2025 (the Cross Application), is for:

- An Order of Possession based on the One Month Notice under sections 47 and 55 of the Act
- Authorization to recover the filing fee for the Cross Application from the Tenant under section 72 of the Act

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

Agent for the corporate Landlord, D.L. (the Landlord) stated that no Proceeding Package or evidence was received from the Tenant. The Tenant testified that she did not send any documents relating to the Application to the Landlords. The Tenant states she was working with an advocate and did not know if or how they had sent any documents to the Landlords.

Based on the submissions before me, I find that the Proceeding Package and evidence for the Application was not served to the Landlords in accordance with the Act.

The Tenant stated she did not receive any documents for the Cross Application from the Landlords. The Landlord testified that they sent the Proceeding Package and all the Landlords' evidence for the Cross Application to the Tenant's email address provided in the tenancy agreement as an address for service on July 9, 2025. The Landlords have submitted a copy of the outgoing email to confirm this service.

The Tenant testified that, due to her email storage space exceeding the set limits, she is unable to receive new emails at the email address provided in the tenancy agreement as an address for service. The Tenant provided an updated email address, recorded on the cover page of this decision, that is her new agreed-upon email address for service.

Based on the submissions before me, I find that the Landlords served the Proceeding Package and evidence for the Cross Application to the Tenant in accordance with section 43 of the *Residential Tenancy Regulation* (the Regulation). While I accept the Tenant's testimony that she did not receive the documents by email, it was the Tenant's responsibility to advise the Landlords of the change to her email address for service. Therefore, under section 44 of the Regulation, I find that the Landlords duly served the documents to the Tenant, and the Tenant is deemed to have received the documents on July 12, 2025, being the third day after they were sent by email.

## **Issues to be Decided**

Should the Landlords' One Month Notice be cancelled? If not, are the Landlords entitled to an Order of Possession?

Are the Landlords entitled to recover the filing fee for the Cross Application from the Tenant?

## **Background and Evidence**

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

The parties agree that this tenancy began on February 1, 2024, and that the current monthly rent is \$2,363.00, due on the first day of the month. The Tenant paid a security deposit of \$1,000.00 on January 16 and a further \$147.50 on January 18, which amounts are held in trust by the Landlords.

It is undisputed that the One Month Notice was signed and dated by K.W., as Agent for the Landlords, on June 20, 2025. The Landlord testified that the One Month Notice was sent to the Tenant's pre-agreed email address for service and posted to the door of the rental unit on June 20. The Tenant confirmed she received the One Month Notice that was posted to her door sometime between June 21 and 23. The Tenant filed the Application on July 3.

The One Month Notice alleges that the Tenant is repeatedly late paying rent. The details section of the One Month Notice states that the Tenant's rent has been received late every month from February to June 2025.

The Landlord testified that most of the Tenant's rent payments since the start of the tenancy have been late. The Landlords' evidence includes a rent ledger for 2025 showing the Tenant's rent for the current year has been received on the following dates:

- January 6, 2025
- February 3, 2025
- March 11, 2025
- April 15, 2025

- May 22, 2025
- June 17, 2025

The Landlords' evidence also includes a letter to the Tenant, dated April 15, 2025, warning the Tenant that her rent payments have been consistently late. This letter states that "To avoid a 1 Month Notice to End Tenancy for Cause, rent payments must be received by Complete Residential on the 1st of every month from now on without exception." The Landlord states that they have also issued 10 Day Notices to End Tenancy for Unpaid Rent to the Tenant each month that rent has been paid late.

The Tenant does not dispute that her rent has been repeatedly late. The Tenant also confirmed receiving the warning letter regarding the late rent payments in April 2025. The Tenant's evidence includes screenshots of e-Transfers sent to the Landlords showing that she sent rent payments on:

- March 8, 2025
- April 12, 2025
- June 16, 2025

The Tenant testified that the main reason for the late rent payments is that a co-tenant was supposed to move in with her at the start of the tenancy and this person would have contributed half of the rent. However, the co-tenant never moved in and never repaid the Tenant for her half of the security deposit.

The Tenant testified that, after receiving the April 15, 2025 warning letter from the Landlords, she contacted the rent bank and began the process to apply for a loan and rent subsidy. The Tenant states she also found a potential roommate in May. The Tenant testified that the Landlord did not approve her potential roommate, which is the main reason why the rent was again late in May and June.

The Landlord acknowledged receiving and reviewing the Tenant's application for a new roommate on June 9, 2025, and confirmed the application was denied. The Landlord stated that, when the application was received, the Tenant's rent still had not been paid for that month. The Landlord stated that reasons for not approving a roommate are not usually given. However, the Landlord testified that, in this case, there were discrepancies between the name and information for the potential roommate provided that prevented the Landlord from being able to obtain a credit report for the individual. The Landlord states this is the reason they were not comfortable approving the individual as the Tenant's roommate.

The Landlord testified that no rent has yet been received from the Tenant for July or August 2025. The Tenant disputes this and testified that rent for both July and August was paid on time by e-Transfer. The Landlord states they have no record of receiving these payments from the Tenant or from anyone else on the Tenant's behalf.

The Landlords seek an order of possession based on the One Month Notice. The Tenant testified that she has been looking for a new place to live for multiple months, but that it has been hard to find another place to rent because she has a cat and a dog.

## **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.

### **Should the Landlord's One Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?**

Section 47 of the Act states that a landlord may issue a Notice to End Tenancy for Cause to a tenant if the landlord has grounds to do so. Section 47(4) of the Act states that upon receipt of a Notice to End Tenancy for Cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch (RTB). If the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the One Month Notice.

It is undisputed that the One Month Notice was posted to the Tenant's door on June 20, 2025, and that the Tenant received the One Month Notice by June 23. As the Tenant filed the Application on July 3, I am satisfied the Tenant applied to dispute the One Month Notice within the required time. Therefore, the Landlord has the burden to prove that they have sufficient grounds to end the tenancy under section 47 of the Act by way of the One Month Notice.

The Landlords seek to end the tenancy pursuant to section 47(1)(b) of the Act for repeated late payment of rent. Policy Guideline #38 states that three late payments are the minimum number sufficient to justify a notice under these grounds. It does not matter whether the late payments were consecutive or whether one or more rent payments have been made on time between the late payments.

The Tenant does not dispute that her rent payments have been late more than three times. The Tenant provided financial difficulties and the lack of a co-tenant or roommate as reasons for the late rent payments. The screenshots submitted into evidence by the Tenant show that the Tenant submitted her rent payments for March, April and June 2025 approximately one to three days before the payments were received by the Landlords. However, these payments were still made from one to two weeks after rent was due on the first day of the month.

For the reasons set out above, I am satisfied that the Tenant was consistently late paying rent in the six months leading up to the One Month Notice being issued. I also find that the warning letter sent to the Tenant on April 15, 2025 was sufficient to notify the Tenant that the Landlords had not waived their legal rights to enforce the payment of rent when it was due.

Section 26 of the Act states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations, or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

For the reasons set out above, I find there is no evidence before me to establish that the tenant had any right to deduct all or a portion of the rent, although the tenant may have had personal reasons for not having the funds available to pay the rent on time.

Therefore, based on the evidence and testimony before me, I am satisfied on a balance of probabilities that the Landlords had sufficient grounds to issue the One Month Notice under section 47(1)(b) of the Act. The Landlords are therefore entitled to end the tenancy and the Tenant's Application to cancel the One Month Notice under section 47 of the Act is dismissed, without leave to reapply.

Section 55(1) of the Act states that if a tenant's application to set aside a landlord's notice to end a tenancy is dismissed, the arbitrator must grant the landlord an order of possession if the notice complies with section 52 of the Act.

I have reviewed the One Month Notice and find that it meets the form and content requirements set out in section 52 of the Act. Specifically, the One Month Notice is signed and dated by an Agent for the Landlords, gives the address of the rental unit, states the effective date of the One Month Notice, states the grounds for ending the tenancy, and it is in the approved RTB form (#RTB-33). Therefore, I find that the Landlords are entitled to an Order of Possession.

Policy Guideline #54 sets out factors to consider in determining the effective date of an order of possession. I find that the relevant factors in the present case are as follows:

- The Tenant has resided in the rental unit for approximately a year and a half
- The Tenant has a dog and a cat
- The Tenant is not unreasonably disturbing or significantly interfering with any other occupants of the rental property or the Landlord

Policy Guideline #54 states that the effective date for orders of possession, when the effective date of the notice to end tenancy has already passed, have generally been set for seven days after the order is received. Further, it states that the arbitrator has the discretion to set the effective date of the order of possession based on what they have determined is appropriate given the totality of the evidence and submissions of the parties.

To balance the interests of both parties and in consideration of all the circumstances listed above, I grant the Landlord an Order of Possession effective at 1:00 PM on August 21, 2025.

### **Are the Landlords entitled to recover the filing fee for the Cross Application from the Tenant?**

As the Landlords were successful in the Cross Application, I grant their request to recover the filing fee for the Cross Application from the Tenant under section 72 of the Act.

Under section 72(2)(b) of the Act, I allow the Landlords to retain \$100.00 of the Tenant's security deposit in full satisfaction of the monetary award.

## Conclusion

I grant an Order of Possession to the Landlords **effective by 1:00 PM on August 21, 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.

I grant no Monetary Order as the Landlords' monetary award shall be recovered from the Tenant's security deposit under the following terms:

<b>Monetary Issue</b>	<b>Granted Amount</b>
Authorization to recover the filing fee for the Cross Application from the Tenant under section 72 of the Act	\$100.00
Authorization to retain \$100.00 of the Tenant's security deposit in full satisfaction of the monetary award under section 72 of the Act	-\$100.00
<b>Total Amount Owed</b>	<b>\$0.00</b>

The Tenant's Application for cancellation of the Landlords' One Month Notice to End Tenancy for Cause under section 47 of the Act is dismissed, without leave to reapply.

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: August 6, 2025

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Residential Tenancy Branch