



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes CNE, MNDCT, LRE, OLC, FF (Tenant)
OPC-DR, FF (Landlord)

Introduction

This hearing was convened as a result of the cross applications of the parties (application) for dispute resolution seeking remedy under the Residential Tenancy Act (Act).

The Tenant applied for an order cancelling the One Month Notice to End Tenancy for Cause (Notice/1 Month Notice) issued by the Landlord, an order suspending or setting conditions on the landlord's right to enter the rental unit, an order requiring the landlord to comply with the Act, regulations, or tenancy agreement, compensation for a monetary loss or other money owed, and a monetary order for the filing fee.

The Landlord applied for an order of possession of the rental unit based on the 1 Month Notice and recovery of the filing fee.

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Both parties confirmed receiving the other's Notice of Dispute Resolution Proceeding, which included the application, notice of hearing, and evidence (Proceeding Package) and evidence. I find there were no service issues.

I have reviewed all oral, photographic, and written evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the parties' respective submissions are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Should the One Month Notice be cancelled or enforced?

Is the Tenant entitled to additional orders for the Landlord to comply with the Act and to restrict the Landlord from entering the rental unit?

Is the Tenant entitled to monetary compensation from the Landlord?

Is either party entitled to a monetary order for the filing fee?

Background and Evidence

A written tenancy agreement, signed by both parties, was filed in evidence by both parties. The tenancy start date was March 24, 2024, monthly rent is \$1200, and the Tenant paid a security deposit of \$600.

The written tenancy agreement was for a fixed term through May 31, 2024, with the requirement for the Tenant to vacate due to the following reason: "Short term lease Construction". Despite this term, the tenancy continues.

In their application and evidence, the Tenant questioned the legitimacy of the tenancy, claiming that their Landlord was unauthorized to sublease, and therefore, the Landlord was not a legal landlord. The Tenant submitted that their Landlord did not have written consent under the Act, and therefore, they have signed an illegal sublet agreement.

The Tenant seeks cancellation of the One Month Notice for this reason.

The Tenant agreed that the monthly rent of \$1200 was due on the first day of the month, that they paid a security deposit of \$600, and that the rental unit is their place of residence.

In the application, the Tenant seeks \$19,000, which is 15 months of rent plus 6 days in March 2024, and reimbursement for their hydro and Fortis bills all for a total amount of \$19,498.71, instead of \$19,000.

In a written statement, the Tenant submits the following explanation:

Award monetary compensation for rent paid, utilities, housing instability, and material losses caused by (Landlord's) actions.

Filed in evidence was the One Month Notice. The One Month Notice was not dated or signed by the Landlord, but did list an effective move-out date of July 31, 2025. The Landlord submitted that the One Month Notice was served to the Tenant on June 23, 2025, in person. In their application, the Tenant confirmed receiving the One Month Notice on June 23, 2025, in person. The Tenant's application was completed by July 3, 2025.

The reason marked on the One Month Notice for ending the tenancy is that the Tenant was repeatedly late in paying rent. In the details of cause on the Notice, the Landlord submitted that the Tenant has been consistently late paying the rent and utility bills, stating the June 2025 rent was paid on June 22, 2025, the May 2025 rent was received May 9, 2025, the March 2025 rent was received March 12, 2025, the December 2024 rent was paid December 2, 2024, and the November 2024 rent was paid November 2, 2024.

When testifying, the Landlord also said the rent for September 2024 and February 2025 were also paid late. The Landlord also said the Tenant has not paid any rent for July or August 2025.

The Tenant replied and said they were sometimes unable to pay the monthly rent on the first day of the month if their clients did not pay their bills on time, and that they paid the monthly rent when they received payments from the clients.

The parties were canvassed at the hearing in order to determine a mutually agreeable effective date of the order of possession. The Landlord said that they were willing to extend the tenancy to August 31, 2025, if the Tenant would immediately e-transfer the two monthly rent payments (July and August, 2025) during the hearing, but the Tenant stated they could not do so because they would need rent and a security deposit for another rental unit.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, meaning more likely than not, I find as follows:

Tenant's application

One Month Notice

I find the One Month Notice was not completed in accordance with the requirements of section 52 of the Act as to form and content, as the Landlord failed to sign and date the form. Section 68 of the Act allows the director to amend the notice if satisfied that the person receiving the notice knew, or should have known that the information that was omitted and in the circumstances, it is reasonable to amend the notice.

In these circumstances, I find it reasonable to amend the One Month Notice as I find the Tenant filed their application to cancel the One Month Notice within the required time, was able to submit evidence to support their application, and I find the Tenant knew, or should have known the information that was omitted.

Section 47(1)(b) of the Act authorizes a landlord to end a tenancy if the tenant is repeatedly late in paying rent.

Under section 26 of the Act, 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.

Residential Tenancy Policy Guideline 38 provides that three late payments are the minimum number sufficient to justify a notice under these provisions.

After reviewing the Landlord's documentary and oral evidence, along with the Tenant not denying the late payments, I find that the Landlord provided sufficient evidence to prove that the Tenant has been repeatedly late in paying rent. The written and oral evidence showed seven late payments since September 2024.

I find the Landlord acted in a timely manner by issuing the Tenant the One Month Notice the day after the late rent payment in June 2025. Further, I find the late payments were not far apart.

For these reasons, I find the Landlord had sufficient cause to end the tenancy. I make this finding based on the repeated late payments made by the Tenant, and taking into further consideration Guideline 38 as noted above.

I therefore uphold the One Month Notice. I dismiss the Tenant's application requesting cancellation of the Notice, without leave to reapply, as I find the Notice is valid, supported by the evidence, and therefore enforceable.

I grant the Landlord's application seeking enforcement of the One Month Notice.

As a result, under Section 55(1)(b) of the Act, I must grant the Landlord an order of possession.

Considering that the Tenant has not paid the monthly rent for July or August 2025, and would not agree to pay the outstanding monthly rent for July and August 2025, I issue the Landlord an order of possession for the rental unit effective **two (2) days**, after service on the Tenant.

This order may be enforced through the Supreme Court of British Columbia. If it becomes necessary for the Landlord to enforce the order of possession to have the Tenant removed, the Tenant is informed that they may be liable for bailiff and all other costs.

Orders suspending or setting conditions on the landlord's right to enter the rental unit and requiring the landlord to comply with the Act, regulations, or tenancy agreement

The claims made by the Tenant are related to an ongoing tenancy. As this tenancy is ending by way of enforcement of the One Month Notice, I find these claims are now moot.

For this reason, I dismiss the Tenant's request for these orders, without leave to reapply.

Compensation for a monetary loss or other money owed

The Tenant seeks all their rent back they paid to the Landlord, plus the cost of utilities they paid, based upon their assertion they entered into an illegal sublet agreement.

Tenancy Policy Guideline 19 addresses subletting. The original tenant, the Landlord here, must retain an interest in the tenancy, which I find the case to be here, as the

Landlord has not assigned their tenancy to the Tenant. Although this tenancy extended well beyond the original fixed term agreement, the Act does not specifically refer to periodic tenancies, nor does it specifically exclude them.

I find the evidence shows that the Tenant and the Landlord, who may be the tenant of the owner, entered into a valid residential tenancy agreement, with clear terms on the amount of monthly rent, the date rent was due, and a security deposit being paid. The Tenant paid the monthly rent, even if late, through June 2025, then stopped.

I find the evidence shows that the Landlord, the original tenant, transferred their rights to the Tenant here under a sublease agreement and a landlord/tenant relationship was created.

Having addressed the Tenant's allegations, I find the Tenant submitted insufficient evidence to support a claim where all rent and utilities paid should be reimbursed. In other words, I find the Tenant has not proven a foundation for this claim under the Act. The Tenant remains living in the rental unit, has used the rental unit for their residence, and therefore I find the Tenant was given what they bargained for in the written tenancy agreement, a living space for a fixed monthly rent.

For this reason, I dismiss the Tenant's application for monetary compensation, without leave to reapply.

Landlord's application

I find it unnecessary to grant the Landlord's application for enforcement of the One Month Notice, as the Notice was cancelled in the Tenant's application, resulting in the Landlord being given an order of possession of the rental unit in the above noted terms.

The Landlord's application was administratively allowed to proceed, despite the Tenant having made their application. I find the Landlord's application would have been successful, and therefore, I grant the Landlord a monetary order for \$100 for recovery of their filing fee, under section 72 of the Act.

The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court).

Conclusion

The Tenant's application is dismissed in its entirety, without leave to reapply.

The Landlord is granted an order of possession of the rental unit, effective two (2) days after service on the Tenant.

The Landlord is granted a monetary order for \$100 for the filing fee paid for their application.

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: August 08, 2025

Residential Tenancy Branch