

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution (Application 3310) under the *Residential Tenancy Act* (the Act) for:

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under sections 47 and 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act

This hearing also dealt with the Landlord's crossed Application for Dispute Resolution (Application 5375) under the *Residential Tenancy Act* (the Act) for:

- an Order of Possession based on a mutual agreement to end the tenancy under sections 44 and 55 of the Act

Landlord L.R. attended the hearing for the Landlord. No one attended the hearing for the Tenant.

Preliminary Matters

Attendance

The Landlord called into this teleconference at the date and time set for the hearing of this matter. The Tenant did not attend the hearing at any time even though I left the conference call open to allow any person with the call in details to attend for the approximately 63-minute hearing.

I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into this teleconference.

Rules 7.1 and 7.3 of the Rules of Procedure provide as follows:

7.1 Commencement of the dispute resolution hearing

The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

The Landlord testified they were ready to proceed. I exercise my discretion under Rule 7.3 to conduct the hearing in the absence of the Tenant.

Landlord's Request to Amend Application

The Landlord's Application 3310 was amended on August 1, 2025, when the Landlord submitted their request to amend their application, in the form RTB-42L, in this request the Landlord requested and was permitted to add three additional issues to their application.

The RTB-42L amendment form and the additional issues must be served to the respondent. In this case, the Landlord testified that they served the amendment form and evidence for the additional issues on August 1, 2025, by email. The Landlord affirmed that the Tenant did not respond to their email, and that the parties do not have an explicit agreement to exchange documentary evidence or tenancy related documents by email.

In these circumstances, I find that the Landlord did not serve the amendment form and their additional evidence in compliance with the tenancy agreement or the Act. Moreover, the three additional issues appear unrelated to the issues found in the Landlord's Application 3310 and Application 5375.

Consequently, due to inappropriate method of service, and irrelevance to the issues in Application 3310 and Application 5375, under Rule 3.5 and Rule 6.2, I dismiss the issues found in the Landlord's request to amend form, with leave to reapply. The issues dismissed are listed below:

- a Monetary Order for unpaid rent under section 67 of the Act
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act

Service of the Notice of Dispute Resolution Proceeding for Application 3310

The Landlord testified that they sent the Notice of Dispute Resolution Proceeding by registered mail, addressed to the Tenant at the rental unit, on July 12, 2025. The

Landlord submitted copies of the Canada Post tracking receipt and number, and pictures of the outbound package.

I find that that the Landlord served the Notice of Dispute Resolution Proceeding in compliance with section 89 of the Act

Service of Evidence

The Landlord testified that they served their initial evidence on three occasions, July 12, July 18 and August 1, 2025. The Landlord elaborated that they served their evidence with the Notice of Dispute Resolution Proceeding for Application 3310 on July 12, 2025, that they served additional evidence to the Tenant on July 18, 2025, by registered mail, which included some evidence meant for Application 3310, and that they served their last batch of evidence for Application 3310 on August 1, 2025, by email.

As the additional issues raised in the Landlord's request to amend and evidence for those issues have been dismissed and are no longer relevant, the evidence submitted to the Residential Tenancy Branch on August 1, 2025, is no longer relevant and I will not consider them.

The Landlord submitted the Canada Post tracking numbers and pictures of the outbound packages for the July 12, and July 18, 2025, service.

Barring the evidence served on August 1, 2025, I find that the Landlord served their evidence in compliance with section 88 of the Act on July 12, and July 18, 2025, respectively. Under section 90 of the Act, I deem that the Tenant received the Landlord's evidence on July 18 and July 23, 2025, respectively.

Service of the Notice of Dispute Resolution Proceeding for Application 5375 and Respective Evidence

The Landlord testified that they served the Notice of Dispute Resolution Proceeding by registered mail on July 18, 2025. The Landlord submitted the Canada Post tracking receipt and pictures of the outbound package addressed to the Tenant's at the rental unit.

I find that the Landlord served the Notice of Dispute Resolution Proceeding and evidence on July 18, 2025, in compliance with sections 88 and 89 of the Act. Under section 90 of the Act, I deem that the Tenant received the Landlord's evidence on July 23, 2025.

Issues to be Decided

Is the Landlord entitled to an Order of Possession based on the One Month Notice to End Tenancy for Cause?

Is the Landlord entitled to an Order of Possession based on a mutual agreement to end tenancy?

Background and Evidence

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

Evidence was provided showing that this tenancy began on November 18, 2024, with a monthly rent of \$2,250.00, due on the first day of the month, with a security deposit in the amount of \$375.00. The tenancy is ongoing. The rental unit is an apartment unit and the Tenant rents the entire apartment unit under the agreement. The tenancy is ongoing.

Application 3310

The Landlord testified that the Tenant has repeatedly paid rent late. The Landlord elaborated that the Tenant paid rent late in March, April, May, July and August of 2025. The Landlord referred to their text message evidence and elaborated that they often had to remind the Tenant to pay rent by messaging them. The Landlord affirmed that the Tenant paid rent for their respective months on March 7, April 18, May 15, and July 16, 2025. The Landlord emphasized that the due date is on the first day of the month under the tenancy agreement.

Initially, the Landlord testified that their agent served the One Month Notice on either June 4 or June 5, 2025, by posting it to the door of the rental unit. The Landlord submitted a completed copy of the proof of service. The Landlord later corrected themselves and affirmed that the One Month Notice was served on June 4, 2025.

A copy of the One Month Notice was submitted by the Landlord, it is in the standard RTB-33 form, it contains the names of both parties, the address of the rental unit, the address of the Landlord, the effective date provided is June 30, 2025, it is signed and dated on May 31, 2025, by the Landlord.

I note that the standard form includes fillable tick boxes for each eligible ground for ending the tenancy. None of the grounds are selected or ticked in any noticeable way. I will paste the second page of the Landlord's One Month Notice below.

Reason for this One Month's Notice to End Tenancy: (check all boxes that apply)

- Tenant has allowed an unreasonable number of occupants in the unit/site/property/park.
- Tenant is repeatedly late paying rent
- Tenant or a person permitted on the property by the tenant has (check all boxes that apply):
 - significantly interfered with or unreasonably disturbed another occupant or the landlord.
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
 - put the landlord's property at significant risk
- Tenant's rental unit/site is provided by the employer to the employee to occupy during the term of employment and employment has ended.
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the property.
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely jeopardize a lawful right or interest of another occupant or the landlord.
- Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park.
- Tenant has not done required repairs of damage to the unit/site/property/park
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.
- Tenant knowingly gave false information to prospective tenant or purchaser of the rental unit/site or property/ park.
- Rental unit/site must be vacated to comply with a government order
- Non-compliance with an order under the legislation within 30 days after the tenant received the order or the date in the order.
- Tenant has assigned or sublet the rental unit/site/property/park without landlord's written consent.
- Residential Tenancy Act only: security or pet damage deposit was not paid within 30 days as required by the tenancy agreement.
- Tenant's rental unit/site is part of the tenant's employment as a caretaker, manager or superintendent of the property, the tenant's employment has ended and the landlord intends to rent or provide the rental unit/site to a new caretaker, manager or superintendent.

Details of Cause(s): Describe what, where and who caused the issue and include dates/times, names etc. This information is required. An arbitrator may cancel the notice if details are not provided.

Details of the Event(s):

Failure to Maintain Reasonable Communication

A formal noise complaint was issued by strata management on March 5th, 2025, regarding disruptive dog barking. The tenant had previously been warned and sent the strata bylaws on January 31, 2025. Further complaints may trigger a bylaw hearing and enforcement actions by the Strata Council.

Repeated Late Rent Payments

- Rent for March was paid late on March 7, 2025
- Rent for April was paid late on April 16, 2025 (after a notice to end tenancy was issued on April 15)
- Utilities for March and April were paid late on April 20, 2025

The tenant only paid \$750 as a deposit despite the unit being fully furnished and having a pet. Based on a rent of \$2,300/month, the required deposit should have been \$1,150 (standard) plus \$1,150 (pet damage deposit), totaling \$2,300. This represents a shortfall of \$1,550.

* Multiple good-faith attempts were made to coordinate access for inspection on May 31, 2025. The tenant's continued lack of response made it unreasonably difficult to finalize entry, causing further delay and disruption. The tenant repeatedly avoided communication, failed to answer phone calls, and delayed responding to text messages—often replying only after the requested times had passed. This pattern of avoidance made it unreasonably difficult to finalize entry and conduct necessary inspections, causing continued delays and operational disruption.

* The tenant has repeatedly flip-flopped on agreed-upon move-out dates. After initially agreeing to vacate on May 1, 2025, she requested an extension to May 15, and then again to May 31—each time causing the landlord to modify or cancel legally binding arrangements with incoming tenants. These changes have placed the landlord in legally and financially precarious situations.

Application 5375

The Landlord submitted a completed copy of the standard RTB-8 form, the mutual agreement to end a tenancy (the Mutual Agreement). The Landlord testified that the Tenant has failed to comply with the Mutual Agreement by vacating the rental unit on or before the effective date. The Landlord elaborated that the parties had several discussions beginning in June 2025 regarding a mutual agreement to end the tenancy, and that the parties signed the Mutual Agreement on June 13, 2025.

The Landlord submitted copies of text message evidence and copies of the service and return of the Mutual Agreement.

A copy of the Mutual Agreement is available in the Landlord's evidence, it is in the standard form, it contains the names of both parties, the address of the rental unit, the Landlord's address, it is dated and signed on June 13, 2025, and the effective date and time is 12:00 PM on July 31, 2025.

Analysis

Is the Landlord entitled to an Order of Possession based on the One Month Notice to End Tenancy for Cause?

In general, section 47 of the Act permits a landlord to serve a notice to end tenancy for cause if there are eligible grounds for ending a tenancy. The eligible grounds are contained in section 47(1) of the Act. Section 47 of the Act permits a tenant to dispute this notice by making an application for dispute resolution at the Residential Tenancy Branch.

Section 47(5) of the Act states if a tenant who has received a notice under section 47 of the Act does not make an application for dispute resolution, the tenant, (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and (b) must vacate the rental unit by that date.

Notices served under section 47 of the Act must also comply with section 52 of the Act for form and content.

While on a surface level review one could reason conclusive presumption may be applicable here given the lack of any dispute from the Tenant, however I must first turn my attention to the form and content of the One Month Notice.

I find that the One Month Notice is inadequate in form and content reasons explained below.

For example, the Landlord has failed to select any of the eligible grounds available on the One Month Notice for ending the tenancy, as shown above in my paste of the One Month Notice, it is clearly empty. While I acknowledge that the Landlord provided explanations for the grounds, I do not find that it is reasonable for the Tenant to interpret and respond to the reasons for cause alleged by the Landlord solely based on the description field. I find that the expectation becomes even more burdensome when the description field on the One Month Notice also contains reasons not relevant to any of the prescribed grounds for cause under section 47, such as the alleged ground "failure to maintain reasonable communication".

For the reasons above, I find that the One Month Notice does not comply with section 52 of the Act for form and content.

While the Act does allow me to amend notices to end tenancy if I am satisfied that the Tenant knew or ought to have known the information that was omitted from the One Month Notice, and in the circumstances it would be reasonable to amend the One Month Notice. Given the indirect connection between the reasons described for cause

on the details section, the absence of the Tenant to provide submissions on whether they knew or ought to have known which valid reasons for cause the Landlord is referring to in their One Month Notice, I decline to amend the Landlord's One Month Notice.

I cancel the Landlord's One Month Notice dated May 31, 2025. The Notice is of no force or effect.

The Landlord's application requesting an order of possession based on the One Month Notice is dismissed, without leave to reapply.

Is the Landlord entitled to an Order of Possession based on a mutual agreement to end tenancy?

Section 44(1)(c) of the Act permit a landlord and a tenant to end a tenancy by written agreement.

In this case, I accept the Landlord's testimony that the parties mutually agreed to end the tenancy by completing the Mutual Agreement on June 13, 2025. I find that the Mutual Agreement is legally binding agreement in relation to the tenancy agreement, and that the terms of the agreement are valid and enforceable under the Act.

I also accept the Landlord's testimony that the Tenant has failed to comply with the Mutual Agreement by vacating the rental unit at 12:00 PM on July 31, 2025.

Section 55(1)(d) permit the Landlord to make an application requesting for an order of possession if there is a written agreement between the parties to end the tenancy.

I find that the Landlord is entitled to an order of possession, based on the Mutual Agreement dated June 13, 2025.

Given the amount of time that has elapsed since the effective date of the Mutual Agreement, the likelihood that parties entered into the Mutual Agreement on their own accord, under section 55(3) of the Act, I find that an order of possession effective seven days after service is most appropriate here.

Conclusion

The Landlord's application requesting for an order of possession based on the One Month Notice is dismissed, without leave to reapply.

The One Month Notice dated May 31, 2025, is cancelled.

The Landlord's application requesting an order of possession based on the Mutual Agreement is granted.

The Landlord is granted an order of possession **effective seven days after service of the order on the Tenant**. Should the Tenant(s) 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.

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 11, 2025

Residential Tenancy Branch