

DECISION

Introduction

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

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

and the Landlord's Application for Dispute Resolution 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
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Tenant O.I. and Tenant M.A. attended the hearing for the Tenant.
Landlord OTH S.P. attended the hearing for the Landlord.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

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Service of Evidence

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.

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Issues to be Decided

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

Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement?

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

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Facts and Analysis

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

The Landlord provided a copy of the One Month Notice. It is signed July 9, 2025, with a move out date of August 31, 2025. The reason indicated for its service is that the Tenant is repeatedly late paying rent. The *Details of the Event(s)* section reads, "The tenants, mentioned above, of unit 403 were repeatedly late in their rent payment: 10 Days Notice to end Tenancy For Unpaid Rent were given to them on February 5th, 2025, March 6th, 2025 & July 4th, 2025."

I find the One Month Notice to meet the form and content requirements of section 52 of the Act.

The Tenant affirms receiving the One Month Notice on July 9, 2025.

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

Both parties agree the Tenant was late paying rent in February, March and July of 2025. The Tenant provided no reason, beyond financial difficulties, for being late for February and March of 2025.

However, they affirm that the Landlord's double withdrawal of May 2025 rent created a ripple effect from associated late fees, that caused them to be unable to pay July 2025 rent on time. Both parties agree that the Landlord erroneously withdrew May 2025 rent twice from the Tenant's bank account through Pre-authorized debits in the first week of May 2025. However, the Tenant affirms that the second withdrawal was returned to their bank account, in full, within a day and a half of it being withdrawn. I find this to be an insufficient reason for July 2025 rent to be paid late two months later.

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

For the above reasons, the Tenant's application for cancellation of the Landlord's One Month Notice to End Tenancy for Cause (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 makes an application to set aside a landlord's notice to end a tenancy and the application is dismissed, the Arbitrator must grant the landlord an order of possession if the notice complies with section 52 of the Act. I find that the Notice complies with section 52 of the Act.

Therefore, I find that the Landlord is entitled to an Order of Possession

Is the Tenant entitled to an order requiring the Landlord to comply with the Act, regulation or tenancy agreement?

The Tenant affirms this claim relates to repairs they desire the Landlord to make in the rental unit. As the One Month Notice was not cancelled and the landlord is being given an Order of Possession, this issue was not adjudicated and is dismissed, without leave to reapply.

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

As the Tenant was not successful in their application, the Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

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

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

Conclusion

I grant an Order of Possession to the Landlord **effective seven (7) days, after service of this Order on the Tenant(s)**. 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.

I grant the Landlord a Monetary Order in the amount of **\$100.00** under the following terms:

Monetary Issue	Granted Amount
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$100.00

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

The Landlord may retain the full amount of the Monetary Order, \$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 Act.

Dated: August 27, 2025

Residential Tenancy Branch