

DECISION

Introduction

This hearing dealt with 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

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 to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Tenant was served on September 17, 2025, by posting it to the door in accordance with section 89(1) of the Act. The Landlord provided a proof of service signed by a witness.

The Landlord argued they never received a copy of the Tenant's application. The Tenant's witness N.Y. argued the Tenant gave a copy to the Landlord. Given that the Landlord also filed an application to deal with the One Month Notice of Cause, I find there is little prejudice to the Landlord to proceed with the Tenant's application to dispute the One Month Notice of Cause.

Service of Evidence

The Landlord argued they received the Tenant's evidence on October 14, 2025. I find the Tenant served their evidence 7 days before the hearing, which complies with the requirements of service of evidence for a respondent. As the Tenant is both a respondent and an applicant, I find that the Tenant's evidence met the deadline requirements for respondent evidence. Based on the submissions before me, I find that

the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

The Tenant's agent A.W. (the Tenant's Agent) did not advise of any issues with the service of the Landlord's 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.

Preliminary Matters

The following issue is dismissed with leave to reapply:

- An order to suspend or set conditions on the landlord's right to enter

Residential Tenancy Branch Rules of Procedure, Rule 6.2, states that if, in the course of the dispute resolution proceeding the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply. The Tenant's Agent argued the claims are all related because the Tenant posted a notice on their door that the Landlord is not allowed to enter after receiving the One Month Notice of Cause. The Landlord argued they had no notice the Tenant filed this claim.

I find that the issue of the Landlord entering the rental unit is not related to the issue of whether the Landlord has grounds to enter the rental unit. Additionally, the issue of the notice asking the Landlord not to enter was not posted until after the One Month Notice was served. Additionally, the Landlord argued they did not have notice of this claim. Based on the above, I find that the above mentioned issue is not significantly related to the One Month Notice of Cause.

Aside from the application to cancel the Notice to End Tenancy, I am exercising my discretion to dismiss these issues identified in the application with leave to reapply as these matters are not related. Leave to reapply is not an extension of any applicable time limit.

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 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 the parties, but will refer only to what I find relevant for my decision.

Evidence was provided showing that this tenancy began on July 10, 2025, with rent of \$1,150.00 due on the 10th day of every month.

The Landlord is seeking an Order of Possession based on a One Month Notice of Cause. The Tenant is seeking to dispute a One Month Notice of Cause. The Landlord advised they served a One Month Notice of Cause, indicating the Tenant significantly interfered with or unreasonably disturbed the landlord or another occupant on August 8, 2025 (the One Month Notice).

Service

The Landlord argued they tried to give the One Month Notice in person but the Tenant would not accept the paperwork, so they left it on the Tenant's bed, the Tenant then moved it to the hallway, the Landlord put it on the Tenant's shelf, the Tenant moved it to the countertop and then the Landlord slid it under the Tenant's door. The Landlord provided a witness statement and the Landlord's Witness J.L. (J.L.) corroborated the Landlord's efforts to serve the One Month Notice and the Tenant refusal to accept the One Month Notice. The Landlord provided a proof of service form.

The Tenant's Agent objected to the testimony of J.K. on the basis that the witness statement never mentioned the same testimony during the hearing. The Tenant's position is that the Tenant never received any copy of the One Month Notice and only filed their dispute when they received the Landlord's Proceeding Package on September 18, 2025.

One Month Notice

The Landlord's position is that the Tenant has disturbed other tenants and caused the other tenants on the property to feel unsafe due to the Tenant's yelling, screaming and slamming of doors. The Landlord advised the first incident happened on July 16, 2025, where the Tenant was yelling. Another incident happened on August 5, 2025, around 5:00pm where the Tenant was slamming doors and shouting for 5 hours. The Landlord advised the Tenant's behaviour continued after the One Month Notice was served.

The Landlord's witness T.M. (T.M.) testified about the incident on July 16, 2025, that they were woken up by the Tenant's yelling and when T.M. went to see what was happening, the Tenant got abusive with T.M. and was staggering towards them. T.M. testified that the Tenant seemed intoxicated and carried on yelling for around 30 to 45 minutes more. T.M. also testified that on September 2, 2025, they were woken up by the Tenant screaming and yelling once again. T.M. testified that when they asked the Tenant to keep their voice down, the Tenant walked towards them screaming and swearing.

J.L. testified that the Tenant had been very loud, slamming doors and yelling. J.L. testified that they felt unsafe and the Tenant is verbally aggressive.

The Landlord's witness H.X. (H.X.) testified about the incident on August 6, 2025, that they heard the Tenant slamming doors and yelling. H.X. testified that they went to tell

the Tenant to go to their room and the Tenant turned around and stared at them. H.X. advised that they felt scared and the Tenant continued to yell after the H.X. returned to their room.

The Tenant's Agent argued that the H.X. did not provide a written witness statement like the other witnesses and that if the behaviour was that bad why didn't H.X. provide a witness statement or call the police.

The Landlord's witness M.V. (M.V.) testified that the Tenant has had aggressive attitude and began slamming doors and talking loudly in the common area. M.V. testified that they tried to ignore the Tenant's behaviour, but the Tenant got more aggressive, and they are concerned about the safety of J.L., their partner.

T.M., J.L. and M.V. also provided witness statements.

The Tenant's position is that the Tenant has not been aggressive towards anyone and has not caused harm. The Tenant's Agent argued the claims that the Tenant is intoxicated is unfounded and that there is discriminatory behaviour being directed at the Tenant. The Tenant's Agent called into question the credibility and reliability of the Landlord's evidence, given the witness statements were not dated and did not have contact information.

Analysis

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 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.

The Tenant's position is that they never received the One Month Notice and only became aware of any One Month Notice when the Tenant received the Landlord's Proceeding Package on September 18, 2025.

The Landlord testified they attempted to serve the Tenant in person multiple times on August 8, 2025, but the Tenant would not accept the One Month Notice, so the Landlord ultimately put the One Month Notice under the Tenant's door. The testimony of the Landlord is corroborated by the proof of service and J.L.'s testimony.

Policy Guideline 12 states "refusal of a party to accept or pick up an item served by Registered Mail, does not override the deeming provisions. I find that this also applies to notice posted to the door or other conspicuous place. The Tenant's Agent argued the witness statement of J.L. did not mention the same testimony during the hearing;

however, I find that there is no requirement that the witness statement matches the testimony given during the hearing. As such, I take no issue with the testimony given by J.L. regarding the service of the One Month Notice. The Tenant's Agent denies the Tenant ever received the One Month Notice; however, with no other corroborating evidence and the testimony of the Landlord and J.L. being similar and consistent, I prefer the evidence of the Landlord regarding the service of the One Month Notice.

As such, I rely on the deeming provisions in section 90 of the Act and find that the One Month Notice was deemed served on the Tenant on August 11, 2025. As such, I find that the Tenant is conclusively presumed to have accepted the end of the tenancy, under section 47(5) of the Act as they did not dispute the One Month Notice within the timeframe required and did not apply for more time to dispute the One Month Notice. Pursuant to section 47(5) of the Act, if a tenant fails to dispute the One Month Notice within the timeframe required, they are conclusively presumed to have accepted the end of the tenancy.

In the alternative, I also find that the Landlord has provided sufficient evidence to establish the reason of cause selected. I find that the testimony of all the Landlord's witnesses was consistent, detailed and reliable. The testimony of each witness supports the fact that the Tenant's behaviour has caused other occupants to feel unsafe, due to the Tenant's aggressive verbal behaviour. Additionally, the witnesses all testified that the Tenant was slamming doors, yelling and screaming, which has disturbed the other occupants. Furthermore, the testimony of the witnesses supports the idea that this behaviour has not improved since the One Month Notice was issued. I find that the testimony of the witnesses establishes that the Tenant's behavior is not a minor annoyance or ordinary behaviour that arises in a shared living space. I find that persistent slamming, yelling and screaming over a significant period and on several dates constitutes an unreasonable disturbance.

I also take no issue with the witnesses' statements, being typed, not dated and not having contact information, as the witnesses all attended and provided testimony during the hearing to verify their statements. I also take no issue with H.X. not providing a witness statement and only providing testimony during the hearing.

The Tenant's Agent argued that the One Month Notice is based on discrimination; however, I find there is insufficient evidence to support this claim, and the testimony of the Landlord's witnesses establish the reason of cause selected.

I have not considered the video footage or text messages provided by the Landlord, as I find the text messages were not translated by a professional, certified translator and the video footage was for an incident after the One Month Notice was served and cannot form the basis for serving the One Month Notice.

Based on the above, I dismiss the Tenant's application to dispute the One Month Notice.

Is the Landlord entitled to an Order of Possession based on a Notice to End Tenancy?

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 One Month Notice complies with section 52 of the Act.

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

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 65 of the Act. The Landlord is authorized to deduct the \$100.00 filing fee from the Tenant's security deposit, pursuant to section 72 of the Act.

Conclusion

I grant an Order of Possession to the Landlord **effective by 1:00 PM on October 31, 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.

Pursuant to section 72(2)(b), the Landlord is authorized to deduct \$100.00 from the security deposit to recover their filing fee.

The Tenant's application for cancellation of the One Month Notice under section 47 of the Act and for more time to dispute the One Month Notice 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: October 21, 2025

Residential Tenancy Branch