

## **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

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

- Request for an Order of Possession based on the issuance of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act

No one attended the hearing for the Tenant.

Agent for the Corporate Landlord, M.L. attended the hearing.

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

M.T. testified that the Proceeding Package was served on the Tenant by attaching a copy of it to the rental unit door on October 6, 2025. M.T. submitted a proof of service form signed by a witness to confirm service on October 6, 2025. I find that the Tenant is deemed to have received the Proceeding Package, in accordance with section 90 of the Act, on October 9, 2025, the third day after attaching it.

### **Service of Evidence**

No evidence was received from the Tenant by the RTB.

M.T. testified that their evidence was included in the Proceeding Package, which was attached to the rental unit door on October 6, 2025, and deemed served on October 9, 2025. Based on the submissions before me, I find that the Landlord's evidence was served on the Tenant in accordance with section 88 of the Act.

## **Preliminary Matters**

The Tenant did not attend the hearing. I left the teleconference hearing connection open until 11:10 a.m. to enable the Tenant to call into this hearing scheduled for 11:00 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed through the teleconference system that the Landlord's agent, M.T., and I were the only participants who had called in.

Rule 7.3 of the Rules of Procedure provides that 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. Rule 7.4 states that evidence must be presented by the party who submitted it, or by the party's agent. If a party or their agent does not attend to present evidence, any written submissions supplied may or may not be considered.

The Tenant did not attend the hearing which was scheduled by conference call at 11:00 a.m. and concluded at 11:16 a.m. As they did not attend, they did not present evidence regarding the merits of this claim for me to consider.

Consequently, I dismiss the Tenant's application without leave to reapply.

## **Issues to be Decided**

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

## **Background and Evidence**

As the Tenant did not attend the hearing, my decision is based solely on the testimony provided by M.T. I will refer only to what I find relevant for my decision.

M.T. testified that this tenancy began on April 28, 2021, with a monthly rent of \$375.00, due on the first day of the month, with a security deposit in the amount of \$187.50. The Tenancy Agreement was submitted into evidence.

M.T. testified that the One Month Notice was served on the Tenant by attaching a copy of it to the rental unit door on September 15, 2025. M.T. testified that the proper RTB Notice was issued and that the effective date on the Notice is October 31, 2025. M.T. submitted the One Month Notice into evidence.

M.T. requested an Order of Possession.

## **Analysis**

**Should the Landlord's One Month Notice be cancelled?**

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. If the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the One Month Notice.

I accept M.T.'s testimony supported by the proof of service form submitted into evidence that the One Month Notice was served on the Tenant by attaching a copy to the rental unit door on September 15, 2025. Section 89(1) of the Act provides that a document served by leaving it at the rental unit address is deemed received by the recipient on the fifth day after it is left. Accordingly, I find that the Notice is deemed received by the Tenant on September 20, 2025.

The evidence shows that the Tenant filed an application to dispute the One Month Notice on September 21, 2025. As this was within ten days of deemed receipt, I find that the Tenant did file their application within the time frame permitted under section 47 of the Act.

However, as the Tenant did not attend the hearing to present evidence or submissions in support of their application. Pursuant to Rule 7.3 of the Rules of Procedure, I dismissed the Tenant's application without leave to reapply. Because the Tenant's application has been dismissed, the One Month Notice is no longer under dispute and remains valid and enforceable.

### **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 Notice complies with section 52 of the Act.

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

### **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.

The Tenant's application for cancellation of the Landlord's One Month Notice 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: October 24, 2025

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Residential Tenancy Branch