



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes CNC MNDC OLC OPC

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on December 17, 2025.

Both parties attended the hearing and provided testimony and were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. Both parties confirmed receipt of each other's documentary evidence.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure, and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant applied for multiple remedies under the *Residential Tenancy Act* (the "Act"), a number of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues in both applications deal with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss, with leave to

reapply, all of the grounds on the Tenant's application with the exception of the following grounds:

- to cancel a 1 Month Notice to End Tenancy for Cause (the "Notice").

Further, since the issues that the Landlord has cross-applied for all relate to the Notice and the end of the tenancy, they will be considered in this hearing.

Issue(s) to be Decided

- Is the Tenant entitled to have the Notice cancelled?
 - If not, is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord issued the Notice for the following reasons:

- *Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.*

The Tenant acknowledged receiving the Notice on October 30, 2025. Under the "Details of Cause" section on the Notice, the Landlord stated:

Details of the Event(s):

June 05, 2024 - Reports from the previous upstairs tenant regarding the basement unit playing loud music, as well as smelling Marijuana smoke within the upstairs unit. This was substantial enough to cause the upstairs tenant to break their lease and move out due to discomfort.

April 27th, 2025 - Reported incident of Marijuana smell coming from the vents into the upstairs unit. B unit tenant was served a final breach notice for smoking on May 8th.

October 21, 2025 - Reports of Marijuana odor coming into the living room of the A unit through the vents, as well as the front foyer.

During the hearing, the Landlord stated that the Tenant has been reported to have disruptive to the neighbours by playing loud music, and by smoking cannabis. The Landlord focused largely on the cannabis smoke, and pointed to the complaints they received. The Landlord also pointed to the breach letter they sent to the Tenant on May 8, 2025, although the Landlord could not explain how this was served. The Tenant denies smoking in the unit and she also denies getting a copy of the breach letter.

Analysis

In the matter before me, the Landlord has the onus to prove that the reasons in the Notice are valid.

I have reviewed the Notice issued by the Landlord and I find it meets the form and content requirements under section 52 of the *Act*.

I turn to the only ground the Landlord identified on the Notice which is that the Tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

I turn to Residential Tenancy Policy Guideline #8 which speaks to “Material Terms”: *To end a tenancy agreement for breach of a material term the party alleging a breach – whether landlord or tenant – must inform the other party in writing:*

- *that there is a problem;*
- *that they believe the problem is a breach of a material term of the tenancy agreement;*
- *that the problem must be fixed by a deadline included in the letter, and that the deadline be reasonable; and*
- *that if the problem is not fixed by the deadline, the party will end the tenancy.*

I find there is insufficient evidence that the Tenant was served with the breach letter from May 2025. Without this, I cannot be satisfied that the Landlord followed the 4 bullet points above.

Overall, I find that the landlord has not provided sufficient evidence to support the reasons to end the tenancy; therefore, the Tenant’s application is successful and the Notice received by the Tenant on November 9, 2017, is cancelled. I order the tenancy to continue until ended in accordance with the *Act*.

Conclusion

The Tenant’s application is successful. The Notice is cancelled.

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: December 17, 2025