

DECISION

Introduction

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (Act). The Tenants' application for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 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
- 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 Landlords' application for:

- An Order of Possession based on a One Month Notice to End Tenancy for Cause 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

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package), Evidence and Preliminary Matters

Service

I find that Landlord ET (the Landlord) acknowledged service of the Proceeding Package and documentary evidence from the Tenants and are duly served in accordance with the Act.

Tenant AF (the Tenant) confirmed that they received and reviewed evidence served to them by the Landlords.

The Tenant testified that they did not receive the Proceeding Package for the Landlords' application for dispute resolution. The Landlord confirmed that they did not serve the Proceeding Package to the Tenants.

Section 59(3) of the Act and Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 3.1 both require that an applicant serve the respondent with these documents within three days of receiving the aforementioned proceeding package from the RTB.

The Landlords did not do this within the required timeframe, or at all. As such, I did not proceed on the Landlords' application for dispute resolution.

I dismiss the Landlords' application without leave to reapply, due to the service issues described above.

Further, the parties were informed that the cancellation of the One Month Notice was properly before this arbitrator based on the Tenants' application for dispute resolution.

Preliminary Matter – Issues Severed

The following issues were dismissed with leave to reapply:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 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
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

RTB 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.

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 Landlords' One Month Notice be cancelled? If not, are the Landlords entitled to an Order of Possession?

Are the Tenants entitled to recover the filing fee for this application from the Landlords?

Background and Evidence

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

The rental unit is a house (the House).

Both parties agreed that this tenancy began on December 1, 2021, at monthly rent of \$2,600.00, which was eventually increased to \$2,820.00, payable on the second day of each month. On November 20, 2021, the Tenants paid a security deposit in the amount of \$1,300.00.

The Tenant testified that on October 24, 2025, the Landlords served by attaching a copy to the Tenants' door the One Month Notice dated October 24, 2025, with the effective date of November 25, 2025. The One Month Notice was submitted in evidence. The One Month Notice indicates the following reasons to end the tenancy:

- The Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord
- The Tenant has seriously jeopardized the health or safety or lawful right of another occupant or the Landlord
- The Tenant has put the Landlord's property at significant risk

The Details of Cause listed on the One Month Notice state:

- Tenants have interference with my right as Landlords to enter the unit, even though all the conditions to enter listed below were met thus, violating RTB :29 (1) as described below.
- A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:
- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice
- that includes the following information:
- (i) the purpose for entering, which must be reasonable;
- (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise

[reproduced as written]

The Landlord testified that on October 5, 2025, they sent a notice to enter for a routine inspection scheduled for October 24, 2025, between 11:00 a.m. and 2:00 p.m. The Landlord stated that the purpose was to conduct a second internal inspection during the tenancy and to allow a newly engaged realtor to walk through the House in preparation for re-listing the property for sale.

The Landlord testified that the Tenant did not respond until October 15, 2025, at which time the Tenant agreed to a 1:30 p.m. entry on October 24, 2025. The Landlord further testified that, on October 24, 2025, at 1:30 p.m., they arrived at the House with two realtors and waited approximately twenty minutes, rang the doorbell, and attempted entry, but access was not granted despite indications that occupants were present in the House.

The Landlord testified that they posted the eviction notice on the door and departed, later receiving a call from local police whom the Tenant had contacted regarding the attempted entry.

The Landlord testified that notices to enter had been communicated by email and that the parties had historically used email and text for tenancy communications. The Landlord stated that the Tenant's insistence for posted notices was a delay tactic that was impacting the sale of the House.

The Tenant testified that the Landlord initially emailed on October 5, 2025, stating an intention to attend on October 12, 2025. The Tenant stated that on October 6, 2025, the Landlord acknowledged the above noted date conflicted with Thanksgiving. The Tenant testified that on October 9, 2025, the Landlord set an inspection for October 24, 2025, between 11:00 a.m. and 2:00 p.m.

The Tenant stated that they had a death in the family and were not monitoring email consistently, and they preferred written notices posted to the door versus electronic notices, and stated the latter were difficult to track.

The Tenant stated that after they agreed to a 1:30 p.m. entry on October 24, 2025, the Landlord indicated that multiple people would attend the October 24, 2025. The Tenant testified that she objected to additional persons attending and asked that only the Landlord and a realtor attend.

The Tenant testified that four individuals approached the front door of the House on October 24, 2025, and were "banging" and knocking. The Tenant did not open the door because the group was larger than agreed and their children were home.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, which is more likely than not, I find the following.

Should the Landlord's One Month Notice be cancelled? If not, are the Landlords 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 RTB. If the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the One Month Notice.

As the Tenants disputed this notice on November 3, 2025, and since I have found that the One Month Notice was served to the Tenants on October 24, 2025, I find that the Tenants have applied to dispute the One Month Notice within the time frame allowed by section 47 of the Act. I find that the Landlords have the burden to prove that they have sufficient cause to issue the One Month Notice.

Based on the evidence before me, I find the Landlords have failed to prove that they have sufficient cause to issue the One Month Notice to the Tenant and obtain an end to this tenancy for the reasons noted below:

Firstly, I will address the issue of service of notice of entry via email communication. The evidence does not support email communication as an approved method of service in this tenancy. All documents, including notice(s) to enter, are to be served in accordance with section 88 of the Act, unless there is a signed agreement between the parties for a different method of service, as per the tenancy agreement or the Address for Service form, #RTB-51. The Landlord did not present such documentation.

Therefore, in this case, I accept the Tenant's argument that there was back and forth and frequent communication between the parties, specifically for the entry of October 24, 2025, which was not served in accordance with the Act. Without proper notice of entry, I find the Tenants were not obligated to allow access to the rental unit.

Next, as the One Month Notice was issued based on the proposed and denied entry of October 24, 2025, I find there was insufficient evidence before me to establish a pattern and cause for this tenancy to end. I find the one incident of October 24, 2025, alone does not justify the end to this tenancy, in relation to the reasons listed on the One Month Notice.

I find that the Landlords did not prove that the Tenants significantly interfered with or unreasonably disturbed another occupant or the Landlords, or that the Tenants seriously jeopardized the health or safety or lawful right of another occupant or the Landlords, or that the Tenants put the Landlords' property at significant risk.

Therefore, the Tenants' application is granted for cancellation of the Landlords' One Month Notice under section 47 of the Act.

The One Month Notice of October 24, 2025, is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the Act.

Are the Tenants entitled to recover the filing fee for this application from the Landlords?

As the Tenants were successful in their application, I grant the Tenants the \$100.00 filing fee paid for this application under section 72 of the Act. Under section 72(2) of the Act, I authorize the Tenants to deduct this amount from one future month's rent in full satisfaction of the recovery of the cost of the filing fee. Such a deduction is not grounds for the Landlords to issue a notice to end tenancy for nonpayment of rent, as the Tenants are entitled to withhold rent when authorized by an arbitrator.

Conclusion

The Tenants' application is granted for cancellation of the Landlords' One Month Notice under section 47 of the Act.

The One Month Notice of October 24, 2025, is cancelled and is of no force or effect.

This tenancy continues until it is ended in accordance with the Act.

The Tenants are authorized to deduct \$100.00 from one future month's rent in full satisfaction of the recovery of the cost of the filing fee.

The remainder of the Tenants' application is dismissed, with leave to reapply as noted above in this decision.

The Landlords' application is dismissed in full, 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: December 3, 2025

Residential Tenancy Branch