

## **DECISION**

### **Introduction**

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Landlord requested:

- an Order of Possession for cause pursuant to section 55 of the *Act*

The Tenant requested:

- 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 requiring the Landlord to comply with the *Act*, regulation or tenancy agreement under section 62 of the *Act*

Both parties attended the hearing.

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

Both parties confirmed receipt of each other’s applications for dispute resolution hearing package (“Applications”) and evidence. In accordance with sections 88 and 89 of the *Act*, I find that both parties duly served with the Applications and evidence.

### **Preliminary Issue – Tenant’s Other Claims**

Residential Tenancy Branch (RTB) Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

The dispute resolution process is intended to be a fair, efficient, and effective process where a decision can be delivered in a timely manner. As the priority claim relates to a Notice to End Tenancy and the continuance or end of this tenancy, and the time allotted is not sufficient to allow all of the tenant’s claims to be heard, I exercise my discretion to dismiss the claims unrelated to the 1 Month Notice with leave to reapply. Liberty to reapply is not an extension of any applicable timelines.

## **Preliminary Issue – Service of the One Month Notice**

The Landlord testified that the Tenant was served with the One Month Notice to End Tenancy, dated August 31, 2025, on August 31, 2025, and that the Tenant did not dispute the One Month Notice within the required timeline.

The Tenant testified that they received the One Month Notice on November 10, 2025, which they disputed on November 12, 2025, which was personally served by the Landlord's agent.

In review of the evidence and testimony before me, I find that the Landlord failed to provide sufficient proof of service that supports that the One Month Notice was served in August 2025. I find that the One Month Notice includes reference to late rent payments in September and November 2025, which would have taken place after August 31, 2025. I do not find it plausible that the One Month Notice was served in August 2025.

As the Tenant confirmed receipt of the One Month Notice on November 10, 2025, I find the One Month Notice duly served on this date.

## **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**

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 August 1, 2021, with monthly rent currently set at \$798.25, due on the first day of the month. The Landlord holds a security deposit in the amount of \$375.00, and a pet damage deposit of \$400.00 for this tenancy.

The landlord served the Tenant with a One Month Notice on the following grounds:

1. The Tenant is repeatedly late paying rent;
2. The Tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk;

The Landlord provided the following reason for wanting to end the tenancy.

The Landlord testified that the Tenant was late paying their rent on multiple occasions. The Landlord wrote on the One Month Notice that the Tenant was late paying their rent in November 2023, and again in January 2024, February 2025, May 2025, June 2025,

July 2025, September 2025, and November 2025. The Landlord provided their banking statements which show that the Tenant failed to pay their rent on the first day of the month for the following months this year: February 2025, March 2025, June 2025, July 2025, September 2025, and November 2025. The Landlord testified that they had never given authorization to the Tenant to pay their rent late, nor were any arrangements made between the parties for the late payments of rent.

The Landlord also testified that the Tenant had two unauthorized dogs on the property.

The Tenant does not dispute that rent payments were made after the first day of the month, but argued that the Landlord had always accepted late rent payments without taking any issue, and had never issued any warnings informing the Tenant that this was not okay. The Tenant testified in the hearing that the Landlord would say “don’t worry about it”.

The Tenant testified in the hearing that they suffered from lack of sleep due to noisy Tenants upstairs, and as a result would forget what day it was. The Tenant argued that they would pay the rent once they remembered, which was within a day or two.

The Tenant does not dispute that they have two dogs on the property, but argued that they do not pose a risk to the Landlord or their property.

## **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. 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 Tenant disputed this notice within the time frame allowed by section 47 of the Act. I find that the Landlord has the burden to prove that they have sufficient grounds to issue the One Month Notice.

I note the wording of RTB Policy Guideline #38, which provides the following guidance regarding the circumstances whereby a landlord may end a tenancy where the tenant is repeatedly late paying rent.

*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.*

I find that the landlord has provided sufficient evidence to show that the tenant was late in paying their rent on at least three occasions in 2025

I have considered the Tenant's argument that they had the consent of the Landlord to pay their rent late. Estoppel is a legal doctrine that holds that one party must be strictly prevented from enforcing a legal right to the detriment of the other party if the first party has established a pattern of failing to enforce this right, and the second party has relied on that conduct and has acted accordingly. To return to strict enforcement of their right, the first party must give the second party notice (in writing) that they are changing their conduct, and are now going to strictly enforce the right previously waived or not enforced.

In this case, I find that the majority of late rent payments were recent, and I am not satisfied that estoppel applies in this case. I do not find that the Landlord had given their consent, whether this was written or implied, for the Tenant to pay their rent late. Furthermore, I find that the Tenant had made an additional attempt at justifying the late rent payments during the hearing, and blamed lack of sleep due to noisy tenants on their forgetfulness. I find that the additional explanation demonstrates that the Tenant was well aware of their obligations under the tenancy agreement to pay rent by the first day of the month, but failed to do so.

I find the multiple late rent payments meet the criteria for ending this tenancy under section 47(1)(b) of the *Act*. Therefore, I dismiss the tenant's application to cancel the 1 Month Notice 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. As per RTB Policy Guideline #54, an Arbitrator has discretion to extend the effective date of an Order of Possession beyond the usual two days provided. In order to provide the Tenant additional time to find new housing, I exercise my discretion to extend the effective date to February 28, 2026.

## **Conclusion**

The tenant's application for cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) under section 47 of the *Act* is dismissed, without leave to reapply.

I grant an Order of Possession to the landlord **effective on February 28, 2026, 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 dismiss the remaining claims, with 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 5, 2025

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Residential Tenancy Branch