



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

This hearing was convened in response to cross applications.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to cancel a One Month Notice to End Tenancy for Cause, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession.

JH was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. JH affirmed they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

JH was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. JH affirmed they would not record any portion of these proceedings.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

JH stated that the Landlord's Application for Dispute Resolution and Proceeding Package was placed in the Tenant's mail slot on November 19, 2025. In the absence of evidence to the contrary, I find these documents were sufficiently served to the Tenant in accordance with section 71(2) of the Act.

JH stated that they received the Tenant's Application for Dispute Resolution and Proceeding Package on November 19, 2025, by mail. I therefore find these documents were sufficiently served to the Landlord in accordance with section 71(2) of the Act.

Service of Evidence

On November 17, 2025, November 18, 2025, and November 19, 2025, the Landlord submitted evidence to the Residential Tenancy Branch. JH stated that this evidence was placed in the Tenant's mail slot on November 19, 2025. In the absence of evidence to the contrary, I find this evidence was served to the Tenant in accordance with section 88 of the Act, and it was accepted as evidence for these proceedings.

On November 21, 2025, the Landlord submitted evidence to the Residential Tenancy Branch. JH stated that this evidence was served to the Tenant by registered mail on November 21, 2025. In the absence of evidence to the contrary, I find this evidence was served to the Tenant in accordance with section 88 of the Act, and it was accepted as evidence for these proceedings.

On November 10, 2025, the Tenant submitted evidence to the Residential Tenancy Branch. As the Tenant did not attend the hearing to establish this evidence was served to the Landlord, it was not accepted as evidence for these proceedings.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the Act, be set aside, or should the Landlord be granted an Order of Possession? Is the Tenant entitled to recover the fee for filing an Application for Dispute Resolution?

Background and Evidence

The Landlord stated that:

- this tenancy began in 2022
- rent is due by the 20th day of each month
- a One Month Notice to End Tenancy for Cause was served to the Tenant on October 28, 2025 by registered mail
- the One Month Notice to End Tenancy for Cause declared that the rental unit must be vacated by December 19, 2025
- the Tenant is still living in the rental unit

- the One Month Notice to End Tenancy for Cause declares that the tenancy is ending because the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful interest of another occupant or the landlord; and the tenant has breached a material term of the tenancy that was not corrected within a reasonable time
- the Landlord wishes to end the tenancy, in part, because another occupant of the residential property who has the initials LG reported that MG entered the elevator on October 27, 2025 and punched LG in the face
- the Landlord wishes to end the tenancy, in part, because LG reported that MG ran out LG on July 02, 2025 in a manner which caused LG to believe MG was going to hit them
- the Landlord wishes to end this tenancy, in part, because a landlord of a unit in the residential complex who has the initials AG reported that on August 13, 2025, they exchanged profanities with MG
- the Landlord wishes to end the tenancy, in part, because another occupant of the residential property who has the initials JP reported that MG accused JP of stealing tools and that MG spoke in a manner on July 18, 2025, which made JP believe there was going to be a physical altercation
- MG was cautioned after the incidents on July 02, 2025, August 13, 2025, and July 18, 2025
- the Landlord submitted written documentation from the individuals reporting the incidents which occurred on July 02, 2025, August 13, 2025, July 18, 2025, and October 27, 2025.

Analysis

Based on the undisputed evidence, I find that the Landlord and the Tenant have a tenancy agreement which requires rent to be paid by the 20th day of each month.

Based on the undisputed evidence, I find that on October 28, 2025 a One Month Notice to End Tenancy for Cause was mailed to the Tenant. Based on the Tenant's Application for Dispute Resolution, I find this Notice was received by the Tenant on October 29, 2025. I find that this Notice was proper notice of the Landlord's intent to end the tenancy pursuant to section 47(1)(d) of the Act.

Section 47(1)(d) of the Act permits a landlord to end a tenancy by giving notice to end the tenancy if the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property or seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

Based on the undisputed evidence, I find that MG acted in an aggressive and threatening manner to LG on July 02, 2025 and to JP July 18, 2025. Based on the undisputed evidence, I find MG was cautioned about this behavior.

Based on the undisputed evidence, I find that on October 27, 2025 MG punched LG in the face. I find the level of physical confrontation is wholly unacceptable and is grounds to end the tenancy, particularly when considered in the context of MG's previous behaviour and the cautions given by the Landlord. I therefore find that the Landlord has established grounds to end the tenancy pursuant to section 47(1)(d) of the Act.

As I have concluded that the Landlord has grounds to end this tenancy pursuant to section 47(1)(d) of the Act, I dismiss the Tenant's' application to set aside the One Month Notice to End Tenancy for Cause and I grant the Landlord an Order of Possession. At the request of the Landlord, the Order of Possession will be effective on December 20, 2025.

I find that the Tenant has failed to establish the merit of this Application for Dispute Resolution and I dismiss the application to recover the for filing the Application for Dispute Resolution.

Conclusion

The Tenant's Application for Dispute Resolution has been dismissed, in its entirety, without leave to reapply.

The Landlords application for an Order of Possession is granted. The Order of Possession is effective at 1:00 p.m. on December 20, 2025. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

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 12, 2025

Residential Tenancy Branch