

## **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
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

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

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) 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

The Landlord attended the hearing, and no one attended the hearing for the Tenant.

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

The Tenant did not provide any proof that the Proceeding Package or their evidence was served on the Landlord. The Landlord testified that they did not receive anything from the Tenant but was made aware of the Tenant's application by the RTB when making their own application. The Landlord confirmed that they received the Proceeding Package and the Tenant's evidence from the RTB by email on December 17 and 19, 2025, respectively. I therefore find that the Landlord was sufficiently served in accordance with section 71(2)(b) of the Act on December 19, 2025.

The Landlord testified that the Proceeding Package and most of their evidence was sent to the Tenant by registered mail on December 18, 2025. A tracking number was provided to confirm this service, which indicates that the package was delivered on January 3, 2026.

The Landlord has uploaded two pieces of evidence entitled, "Landlord\_Listing\_on\_FB.pdf" and "Late\_Evidence\_VRBO\_Listing\_for\_Rental\_Unit.pdf"

which were not served on the Tenant. The Landlord agreed to proceed with the hearing without them and I have not considered either of the documents in my decision.

## **Preliminary Matters**

The telephone conference started at 9:30 a.m. and remained open until 10:07 a.m. At no time during the proceedings did the Tenant call in. *Residential Tenancy Branch Rules of Procedure*, Rule 7.3 allows for an arbitrator to conduct the dispute resolution hearing in the absence of a party who fails to attend. I find that the Tenant has failed to attend, and I conducted the hearing in their absence.

## **Issues to be Decided**

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

Is the Tenant entitled to recover the filing fee from the Landlord?

Is the Landlord entitled to recover the filing fee from the Tenant?

## **Background and Evidence**

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

A written Tenancy Agreement was provided showing that this tenancy began on October 1, 2025, with a monthly rent of \$2,250, due on the first day of the month, with a security deposit in the amount of \$1,125.00.

The Landlord testified that on November 14, 2025, they received a letter from the Strata Manager indicating that a complaint had been received alleging an infraction of a Strata Corporation Bylaw that prohibits short-term accommodation. A copy of this letter was submitted as evidence.

The Landlord further testified that in the month of November 2025, the Tenant had between 10 and 21 visitors. In support, the Landlord referred to a document entitled "Guest\_Arrival\_History\_Intercom.pdf" which I will refer to as The Intercom History. This document shows each time access to the building was remotely granted by the Tenant from November 1, 2025, to November 23, 2025.

The Landlord also provided multiple screenshots of an Airbnb listing with the host name "Paran" which has multiple pictures of the unit. In the Tenant's evidence, they have provided a screenshot of the Landlord's Facebook Marketplace post offering the rental unit for January 1, 2026, and one picture is shown on that screenshot. It is the same as one of the pictures on the Airbnb listing.

The Landlord posted the One Month Notice to End Tenancy on the Tenant's door on November 28, 2025. The Notice indicated the tenancy was ending for the following grounds:

- Tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.
- Tenant has assigned or sublet the rental unit/site/property/park without landlord's written consent.

## **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(4) 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 (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.

The Landlord testified that the One Month Notice was posted to the Tenant's door on November 28, 2025. In the absence of evidence to the contrary, I find that the Tenant received the Notice three days later, on December 1, 2025, in accordance with the deeming provisions of section 90(c) of the Act. The Tenant disputed the Notice on December 6, 2025, within the 10 days provided for in the Act. Therefore, the Landlord has the burden to prove that they have sufficient grounds to end the tenancy under section 47 of the Act by way of the One Month Notice.

The Landlord indicated three reasons on the One Month Notice for ending the tenancy. I will go through each in turn.

#### *Tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk*

The Landlord argued that allowing multiple people access to the building, as indicated by The Intercom History, puts the Landlord's property at risk due to the unknown nature of the visitors. The Landlord acknowledged that they are not aware of any complaints or damage incurred. Based on the insufficient evidence before me, I am unable to find that the Tenant, or any of the visitors permitted on the property by the Tenant, put the Landlord's property at significant risk.

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

The Landlord was unable to point me to a term in the Tenancy Agreement that the Tenant has breached. Therefore, I am unable to find that the Tenant breached a material term of the tenancy agreement.

*Tenant has assigned or sublet the rental unit/site/property/park without landlord's written consent.*

This was the main ground that the Landlord argued. The Landlord's position is that renting the unit out for short-term rental purposes amounts to a sublet under the Act, and the Tenant did not have the Landlord's written consent to sublet the rental unit.

A sublet, or a sub-lease agreement, is defined in the Act as one in which the Tenant of a rental unit transfers all their rights under the tenancy agreement to a subtenant. This means that the tenant must completely move out of the rental unit. *Residential Tenancy Branch Policy Guideline 19: Assignments and Sublets* clarifies that unless the tenant is acting as an agent for the landlord or has moved out of the unit, renting out a unit via Airbnb or other vacation/rental listing services is not a true sublet under the RTA.

I have no trouble finding that the Tenant did use their rental unit to host short-term guests. The screenshot of the Airbnb listing and The Intercom History provided by the Landlord both support this finding. However, I find that the Tenant's hosting of short-term guests does not constitute a sub-lease agreement under the Act. This is supported by The Intercom History showing that the Tenant was required to continuously provide access to the building for the visitors. The Tenant did not transfer their means of entering the building, whether it was a key, a fob, or access to the intercom system, to anyone else.

For the above-noted reasons, I find that the Tenant has not assigned or sublet the rental unit.

I find that the Landlord did not have sufficient grounds to end the Tenancy under section 47 of the Act. Therefore, the Tenant's application for cancellation of the Landlord's One Month Notice to End Tenancy under section 47 of the Act is granted. The One Month Notice issued November 25, 2025, is cancelled and this Tenancy will continue until it is ended in accordance with the Act.

I would like to note, for the Landlord and the Tenant, the following passage from the *Residential Tenancy Branch Policy Guidelines, Guideline 19. Assignment and Sublet*:

"Tenants and landlords should be aware that there may be municipal bylaws and strata restrictions against use of property for travel or vacation accommodations, as well as insurance ramifications in the event of a problem client who causes damages to the unit. The tenant is responsible for any damages caused by any guest or occupant in the rental unit. A landlord could issue a One Month Notice to End Tenancy (form RTB-33) for cause if the rental unit suffered damages as a result of the actions of the tenant or any guest/occupant of the tenant."

**Is the Tenant entitled to recover the filing fee from the Landlord?**

As the Tenant was successful in their application, I grant their request to recover the filing fee from the Landlord under section 72 of the Act.

In accordance with the offsetting provisions of section 72 of the Act, I allow the Tenant to deduct \$100.00 from one future rent payment in full satisfaction of the monetary award.

**Is the Landlord entitled to recover the filing fee from the Tenant?**

As the Landlord was not successful in their application, I find that the Landlord is not entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

**Conclusion**

The Landlord’s application for an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under sections 47 and 55 of the Act is dismissed without leave to reapply.

The Landlord’s application for authorization to recover the filing fee for this application from the Tenant under section 72 of the Act is dismissed, without leave to reapply.

The Tenant’s application for cancellation of the Landlord’s One Month Notice to End Tenancy for Unpaid Rent (One Month Notice) under section 47 of the Act is granted. The One Month Notice dated November 25, 2025, is of no force or effect and the Tenancy continues until it is ended in accordance with the Act.

The Tenant’s application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is granted.

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: January 29, 2026

---

Residential Tenancy Branch