



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

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DECISION

Dispute Codes: CNC, RP, OLC, FFT, OPC-DR, FFL

Introduction

The Tenants seek the following under the *Residential Tenancy Act* (the “Act”): (1) an order cancelling a One Month Notice to End Tenancy for Cause, served December 15, 2025 (the “December 15 Notice”); (2) an order for the Landlord to make repairs to the rental unit; (3) an order for the Landlord to comply with the Act, the regulations, and/or the tenancy agreement; and (4) an order to recover the application fee.

By way of cross-application, the Landlord seeks the following under the Act: (1) an order of possession based on an undisputed One Month Notice to End Tenancy for Cause, served December 20, 2025 (the “December 20 Notice”); and (2) an order to recover the application fee.

All parties attended the dispute resolution proceeding conducted by telephone. The parties were affirmed before giving testimony, and there were no issues regarding the service of documentary evidence by the parties.

For the reasons that follow, the Landlord is granted an order of possession based on the undisputed December 20 Notice. Because of this outcome, the claims for relief brought in the Tenants’ application are dismissed, with and without leave to reapply.

Issue

Is the Landlord entitled to an order of possession?

Background and Evidence

In an application under the Act, an applicant must prove their claim on a balance of probabilities. Stated another way, the evidence must show that the events in support of the claim were more likely than not to have occurred. Although I have fully considered the parties’ submissions and the evidence to which they referred, I do not intend to refer in detail to all the evidence or testimony.

The tenancy began on June 1, 2025. Monthly rent is \$2,700.00 and this is due on the first day of the month. The Tenants paid a \$1,350.00 security deposit. There is a copy of the tenancy agreement, which is a fixed term tenancy ending on June 1, 2026.

The Landlord served the December 15 Notice on the Tenants by email on December 15, 2025. A copy of the December 15 Notice was submitted into evidence. The reasons indicated, on page 2, for the December 15 Notice being served were that the Tenants had “seriously jeopardized the health or safety or lawful right of another occupant or the landlord” and had “put the landlord’s property at significant risk.” These are specific grounds for ending a tenancy under subsections 47(1)(d)(ii) and (iii) of the Act.

The Tenants filed their application to dispute the December 15 Notice on December 22.

The Landlord subsequently served the December 20 Notice on the Tenants by email on December 20, 2025. A copy of that Notice was also submitted into evidence. The reason indicated on page 2 of the December 20 Notice was that the “Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park.” This is a specific ground for ending a tenancy under subsection 47(1)(f) of the Act. The Landlord testified that he served all four pages of the Notice upon the Tenants.

The Tenants did not amend their application to dispute the December 20 Notice, nor did they file a separate application disputing the December 20 Notice. The Tenant testified that “I looked at it, it looked exactly the same as the other one, so I thought, oh, he’s just reminding us about the first one.”

Analysis

In respect of the December 20 Notice, it must be noted that a tenant may dispute a One Month Notice to End Tenancy for Cause by making an application for dispute resolution within 10 days after the date the tenant receives the notice to end the tenancy. The Tenants did *not* file an application to dispute the December 20 Notice, nor did they amend their existing application to dispute the December 20 Notice.

Had the Tenants given the December 20 Notice a thorough reading, they would have seen that the reason the Landlord issued the December 20 Notice was for a specific and distinct ground separate from the reasons that he issued the December 15 Notice. It was not a reminder, but an entirely separate notice to end the tenancy for cause.

Section 47(5) of the Act states that

If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant

- (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and
- (b) must vacate the rental unit by that date.

Applying the law to the facts of this dispute, it is my finding that the Tenants are conclusively presumed to have accepted that the tenancy ends on the effective date of the December 20 Notice (that is, January 31, 2026) and that they must vacate the rental unit by that date.

Section 55(2)(b) of the Act states that a landlord may request an order of possession of a rental unit if a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired. In this dispute, I find that the Landlord is entitled to an order of possession of the rental unit based on the application of section 47(5) of the Act.

Section 55(3) of the Act gives an arbitrator the discretion to set an order of possession to take effect before or after the date on which a tenant is otherwise required to vacate, and the order becomes effective on the date specified.

In determining the appropriate effective date in this matter, I have given careful consideration to the submissions and circumstances of both parties. I recognize the Landlord's interest in beginning the necessary and significant renovations to the property as soon as reasonably possible. At the same time, I must also weigh the practical realities faced by the Tenants, including the time and effort required to secure suitable alternative housing. Balancing these competing considerations, I find that an effective date of March 31, 2026, is fair and appropriate in the circumstances.

Accordingly, the order of possession shall take effect on March 31, 2026, and the Tenants are required to vacate the rental unit no later than that date.

An order of possession is issued with this decision to the Landlord, who must serve a copy upon the Tenants as soon as possible.

As to the Landlord's claim to recover the cost of his application fee, I authorize the Landlord to retain \$100 of the Tenants' security deposit, under section 72(1) of the Act.

The Landlord is not permitted to issue any further notices to end the tenancy for cause that relate in any way to the flood or resulting water damage. In addition, the Landlord may not issue further notices to end the tenancy for non-payment of rent where the Tenants' rent has been reduced in accordance with arbitrator Green's decision and orders of December 2, 2025, including the corrected decision of December 11, 2025. All remaining rights and obligations of both the Tenants and the Landlord, however, continue in full force until the tenancy concludes on March 31, 2026.

Conclusion

The Landlord's application for an order of possession is granted.

The Tenants' application for an order cancelling the December 15 Notice and for an order recovering the cost of the application fee are dismissed without leave to reapply.

The Tenants' application for an order for landlord compliance and an order for repairs are dismissed with leave to reapply.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: January 31, 2026

Residential Tenancy Branch