

DECISION

Introduction

In this decision, the terms “Tenant”, “Landlord”, and “Rental Unit” are defined terms; definitions for the foregoing terms are provided on the cover page of this decision.

The Tenant attended the hearing. AA and JB attended the hearing for the Landlord, as agents.

This hearing was convened under the *Residential Tenancy Act* (The **Act**) in response to cross applications from the parties.

The Tenant filed their application on December 31, 2025. The Tenant is seeking:

- Cancellation of the Landlord's One Month Notice to End Tenancy for Cause and an extension of the time limit to dispute the One Month Notice under sections 47 and 66 of the *Act*.
- An order requiring the Landlord to comply with the *Act*, the *Residential Tenancy Regulation* or tenancy agreement under section 62 of the *Act*.

The Landlord filed their application on January 2, 2026. The Landlord is seeking an Order of Possession pursuant to sections 47 and 55 of the *Act*.

Service of Records

AA and JB acknowledged receipt of the Tenant’s Proceeding Package. AA agreed that they received the Tenant’s Proceeding Package, in person, on January 3, 2026. I find the Tenant served the Landlord with their Proceeding Package, in person, on January 3, 2026, pursuant to section 89(1)(a) of the *Act*.

The Landlord’s agent(s) provided evidence showing that they served their Proceeding Package to the Tenant via Canada Post Registered Mail. AA submitted a Canada Post Customer Receipt bearing a destination postal code and a tracking number to prove their service attempt (I have copied the associated tracking number on the cover page of this decision). AA and JB submitted a picture of their returned package with a statement from Canada Post showing that the package was “refused by addressee”. The Tenant testified that they refused to accept the package because they did not know who it was from.

The Landlord's agents testified that the Landlord's address and name were clearly reflected on the package, which is why Canada Post was able to return the package to them. In the submitted picture, I can observe the Landlord's name and address outlined on the package. I do not accept the Tenant's testimony considering the external evidence provided by the Landlord's agents and their opposing testimonies.

As outlined under the Residential Tenancy Branch (the **Branch**) Policy Guideline 12, where a record is served by Registered Mail or Express Post, with signature option, the refusal of the party to accept or pick up the item, does not override the deeming provision of the *Act*. Where the Registered Mail or Express Post, with signature option, is refused or deliberately not picked up, receipt continues to be deemed to have occurred on the fifth day after mailing.

Based on the Tenant's deliberate refusal of the Proceeding Package, pursuant to section 90 of the *Act*, I find that the Tenant is deemed served with the Landlord's Proceeding Package, on January 10, 2026, the fifth day after the package was mailed to the Tenant via Canada Post registered mail, in accordance with section 89(1)(c) of the *Act*.

Preliminary Matter - Severance

Rule 2.3 of the Branch's *Rules of Procedure* states that claims made in an application must be related to each other.

Rule 6.2 authorizes me to sever issues that are unrelated to the primary issue before me and dismiss those claims with or without leave to reapply.

The Tenant's application includes claims that are unrelated. The Tenant requests additional time to dispute a notice to end tenancy, cancellation of the notice to end tenancy, and an order of compliance from the director in relation to several grievances, including "misrepresent[ion] [of] security measures (security cameras)". The request for the order of compliance is unrelated to the issue of the Landlord's eviction notice and whether it must be cancelled or upheld.

At the start of the hearing, I informed the parties that the Tenant's order of compliance claim is unrelated to the primary issue and that the Tenant is in breach of Rule 2.3 of the Branch's *Rules of Procedure*.

Pursuant to Rule 6.2 of the Branch's *Rules of Procedure*, I dismissed the Tenant's application for an order of compliance, with leave to reapply. Leave to reapply was granted because the matter was not adjudicated on its merit.

During the hearing, the parties indicated their intention to settle their remaining disputes at the hearing.

Analysis

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. If the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle their disputes.

Both parties agreed to the following terms of a final and binding resolution of the Landlord's entire application, and the Tenant's application for cancellation of the Landlord's One Month Notice to End Tenancy for Cause.

The parties agreed that they made this agreement out of their own free will and without any element of coercion:

1. The One Month Notice to end Tenancy for Cause, signed by AA on November 19, 2025, is cancelled and is of no force of effect.
2. This tenancy will end by 1:00 PM on February 20, 2026, by which the Tenant and all occupants residing in the Rental Unit will deliver vacant possession of the Rental Unit to the Landlord.
3. Arbitrator NM will provide the Landlord with an Order of Possession, effective at 1:00 PM on February 20, 2026, after service of the Order to the Tenant.
4. The parties will meet at the Rental Unit at 1:00 PM on February 20, 2026, to inspect the Rental Unit and to complete a condition inspection report.
5. If the Tenant vacates the Rental Unit by February 20, 2026, as agreed to by the parties, the Landlord will pay the Tenant \$402.85, to reimburse the Tenant for the prorated rent paid for the period after the date the Tenant vacates the Rental Unit.
6. Both parties agreed that these particulars comprise the full settlement of all aspects of the parties' current applications for dispute resolution, except for the portion of the Tenant's application which I dismissed with leave to reapply at the start of the hearing (as outlined above).

Conclusion

The Tenant's application for an order of compliance is dismissed, with leave to reapply. The parties settled all remaining aspects of their disputes, the terms of which are outlined above.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the Landlord effective **February 20, 2026, after service of the attached Order of Possession to the Tenant.**

Should the Tenant or any occupant on the premises fail to comply with the Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: February 4, 2026

Residential Tenancy Branch