

DECISION

Introduction

This hearing was scheduled to deal with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for cancellation of a One Month Notice to End Tenancy for Cause (One Month Notice) and the Landlord's Application for Dispute Resolution for an Order of Possession based on the One Month Notice.

The Tenant did not appear at the hearing.

Two agents appeared on behalf of the Landlord.

Service of proceeding packages

The Landlord submitted a copy of a Canada Post receipt, including tracking number, to prove the Landlord's proceeding package was sent to the Tenant, at the rental unit address, via registered mail on June 12, 2025. The Landlord's agents testified that the Tenant still resides in the rental unit, but she did not pick up the registered mail and it was returned to the Landlord as unclaimed. Under section 90 of the Act, I deem the Tenant to be served with the Landlord's proceeding package five days after mailing.

The Tenant did not provide any proof that she served her proceeding package to the Landlord. The Landlord's agents testified they did not receive a proceeding package or evidence from the Tenant.

Preliminary and Procedural Matters

Given the Tenants failure to appear at the hearing or demonstrate she served the Landlord with her proceeding package, I dismissed the Tenant's application without leave to reapply.

I continued to hear from the Landlord's agents to determine the Landlord's entitlement to an Order of Possession.

Issue(s) to Determine

Is the Landlord entitled to an Order of Possession for cause?

Evidence and Analysis

The tenancy started on March 1, 2024. The Landlord collected a security deposit of \$825.00. The monthly rent was initially set at \$1,650.00, payable on the first day of every month, and increased to \$1,699.00 by way of a Notice of Rent Increase.

The Tenant did not pay rent for May 2025 and on May 5, 2025 the Landlord posted the subject One Month Notice to the rental unit door. The One Month Notice has an effective date of June 30, 2025 and indicates the reason for ending the tenancy is because the Tenant has repeatedly late paying rent.

In the details of cause section of the One Month Notice, the Landlord specifies that in addition to not paying rent for May 2025, the Tenant was also late paying rent for the months of March 2025, December 2024, September 2024 and August 2024.

In filing her dispute, the Tenant acknowledges paying rent late on three occasions but states the reasons for doing so were beyond her control. The Tenant did not submit any evidence to support such.

I have reviewed the One Month Notice, and I am satisfied it was in the approved form and duly completed. I also accept that the Landlord duly served the One Month Notice to the Tenant in a manner that complies with section 88 of the Act.

The Landlord's reason for issuance of the One Month Notice, which is late payment of rent at least three times, is a valid basis for ending a tenancy under section 47 of the Act.

Under section 47 of the Act, a Tenant in receipt of a One Month Notice has 10 days to file an Application for Dispute Resolution to dispute the notice. The Tenant filed to dispute the One Month Notice within 10 days; however, the Tenant did not appear at the hearing or otherwise present any evidence to support a basis for me to cancel the One Month Notice.

In light of the above, I uphold the One Month Notice, and I find the Landlord is entitled to regain possession of the rental unit.

Provided to the Landlord with this decision is an Order of Possession effective seven (7) days after service upon the Tenant.

Conclusion

The Tenant's application dismissed, without leave to reapply.

I grant the Landlord's application for an Order of Possession. The Order of Possession is effective seven (7) days after service upon the Tenant. Should the Tenant, or any other person occupying the rental unit, fail to vacate the rental unit as ordered, the Landlord may enforce the Order of Possession in 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: July 8, 2025

Residential Tenancy Branch