

## **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
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act
- an order for the Landlord to provide services or facilities required by law under section 27 of the Act
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- authorization to change the locks to the rental unit under section 70(2) of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 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 Act for:

- an Order of Possession pursuant to the One Month Notice
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

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

The Tenant testified that he served the Landlord with his Proceeding Package via posting on June 19, 2025. No proof of service documents stating same were entered into evidence. The Landlord testified that the Tenant's Proceeding Package was not posted on her door and was not received. The Landlord testified that she only learned of the Tenant's dispute because the RTB informed her that her direct request application was being crossed with the Tenant's application for dispute resolution

I find that the Tenant has not proved, on a balance of probabilities that his Proceeding Package was posted on the Landlord's door as no proof of service documents for same were entered into evidence and the Landlord has denied receipt of the Tenant's Proceeding Package.

Section 89 of the Act sets out the permitted methods of service for the Proceeding Package. Service via posting is not permitted. The Tenant's application for dispute resolution is dismissed with leave to reapply for failure to prove service and failure to serve in accordance with section 89 of the Act.

The Tenant testified that his evidence was served on the Landlord on July 11, 2025 by posting a memory stick on the Landlord's door. The Landlord testified that a memory stick was posted to her door on July 11, 2025 but there was no note accompanying it stating who it was from or what it was for. The Landlord testified that she did not access the memory stick as it was not clear what it was for.

The Tenant testified that he also e-mailed his evidence to the Landlord on July 11, 2025. The Landlord confirmed receipt of the July 11, 2025 email. The Landlord testified that she did not access the documents because she does not have an email service agreement with the Tenant and because the documents were served late. An email service agreement was not entered into evidence.

Rule 3.15 of the Rules of Procedure state that the Respondent's evidence must be received by the Applicant and the Residential Tenancy Branch not less than seven days before the hearing or conference. I find that the Tenant's evidence was served on the Landlord and the RTB 5 clear days before this hearing.

Section 88 of the Act sets out the approved methods of service of documents. Section 88(j) of the Act and section 43(1) of the Regulation permit service via email if that person has provided their e-mail address as an address for service.

Residential Tenancy Guideline #12 states that to serve documents by email, the party being served must have provided an email address specifically for the purposes of being served documents. If there is any doubt about whether an email address has been given for the purposes of giving or serving documents, an alternate form of service should be used, or an order for substituted service obtained.

I accept the Landlord's undisputed evidence that the memory stick posted to her door was not accompanied by any other identifying information. I find it reasonable in these circumstances that she did not open it on her computer as it was not identified as the Tenant's evidence.

I find that the Tenant has not proved, on a balance of probabilities, that the Landlord provided the Tenant with her email address as an address for service. I find that the Tenant was not permitted to serve the Landlord via email and it was within the Landlord's rights not to open the Tenant's email.

In any event, I find that the Tenant failed to serve his evidence 7 clear days before this hearing. I find that it would be prejudicial to the Landlord to consider evidence not served on time, sent via email when email service was not agreed upon, and posted to the Landlord's door with no identifying information as the evidence has not been reviewed by the Landlord. For these reasons, the Tenant's evidence is excluded from consideration.

The Landlord testified that the Tenant was served with the Landlord's Proceeding Package and evidence via registered mail on June 21, 2025. The Landlord provided the Canada Post tracking number for this registered mailing which is located on the cover page of this Decision. The Canada Post website states that this package was mailed on June 21, 2025, pick up slips were left for the Tenant on June 23, 2025 and June 28, 2025 and that the Tenant picked up the package on July 13, 2025. The Tenant confirmed receipt of the Landlord's application for dispute resolution and evidence. I find that these documents were served in accordance with section 88 and 89 of the Act. The Landlord's application for dispute resolution and evidence are accepted.

## **Issues to be Decided**

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

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

## **Background and Evidence**

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

Evidence was provided showing that this tenancy began on July 1, 2020 with a current monthly rent of \$1,731.27 plus parking of \$220.00, due on the first day of the month.

The Landlord testified that the Tenant was served with the One Month Notice on May 31, 2025 via posting and via registered mail. The Landlord entered into evidence a witnessed proof of service form which states that the Landlord posted the One Month Notice on the Tenant's door on May 31, 2025. The Landlord entered into evidence the registered mail receipt dated May 31, 2025.

The Tenant testified that he did not receive the One Month Notice posted on his door. The Tenant testified that he received the One Month Notice via registered mail on June 11, 2025. The Landlord entered into evidence the Canada Post receipt for this mailing dated May 31, 2025. The Canada Post website states that notice cards were left for the Tenant on June 3, 2025 and June 8, 2025 and that the Tenant picked up the package on June 11, 2025. The Tenant confirmed receipt on June 11, 2025. The Tenant filed to dispute the One Month Notice on June 18, 2025.

The One Month Notice was entered into evidence, is signed by the Landlord, is dated May 31, 2025, gives the address of the rental unit, states that the effective date of the notice is July 31, 2025, is in the approved form, #RTB-33, and states the following grounds for ending the tenancy:

- Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park.
- Breach of material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so;
- Security or pet damage deposit was not paid within 30 days as required by the tenancy agreement.

## Analysis

Based on the witnessed proof of service document confirming that the Landlord posted the One Month Notice on the Tenant's door on May 31, 2025, I find that the Tenant was deemed served with the One Month Notice on June 3, 2025. I do not accept the Tenant's testimony that the One Month Notice posted on his door was not received. I find that this is self serving testimony which is not supported by the evidence. I rely on the Landlord's testimony which is supported with by the witnessed proof of service document. Upon review of the One Month Notice, I find that it meets the form and content requirements of section 52 of the *Act*.

Section 47(4) and section 47(5) of the *Act* state that if a tenant who has received a One Month Notice to End Tenancy for Cause does not make an application for dispute resolution within 10 days after the date the tenant receives the notice, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date.

The Tenant was deemed to have received the One Month Notice on June 3, 2025 and filed to dispute it on June 18, 2025, more that 10 days after it was deemed served. I find that, pursuant to section 47(5) of the *Act*, the Tenant is conclusively presumed to have accepted that the tenancy will on the effective date of the One Month Notice, that being July 31, 2025. Pursuant to section 55(2)(b) of the *Act*, the Landlord is entitled to an Order of Possession effective at 1:00 p.m. on July 31, 2025. The Landlord will be given a formal Order of Possession which must be served on the Tenant. If the Tenant does not vacate the rental unit by 1:00 p.m. on July 31, 2025 the landlord may enforce this Order in the Supreme Court of British Columbia.

I also find that the Tenant unreasonably delayed picking up his registered mail packages. The Tenant did not pick up either registered mail package until after 2 delivery notices were left. The Tenant is not permitted to thwart service by delaying picking up his packages. In this instance I find it appropriate to apply the deeming provision to the May 31, 2025 mailing of the One Month Notice. I find that the One Month Notice sent by registered mail was deemed served on June 5, 2025. I note that the Tenant filed to dispute the One Month Notice more than 10 days after it was deemed received. In any event the Tenant was first deemed served via posting on June

3, 2025 and the June 5, 2025 service via registered mail was a back up and does not change the date the Tenant was first deemed to have received the One Month Notice.

As the Landlord was successful in this application for dispute resolution, I find that the Landlord is entitled to recover the \$100.00 filing fee from the Tenant, pursuant to section 72 of the *Act*.

Section 72(2) of the *Act* states that if the director orders a Tenant to make a payment to the Landlord, the amount may be deducted from any security deposit or pet damage deposit due to the Tenant. I find that the Landlord is entitled to retain \$100.00 from the Tenant's security deposit.

## **Conclusion**

The Tenant's application for dispute resolution is dismissed with leave to reapply

I grant an Order of Possession to the Landlord **effective by 1:00 PM on July 31, 2025, after service of this Order on the Tenant**. Should the Tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The Landlord is entitled to retain \$100.00 from the Tenant's security deposit.

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 17, 2025

---

Residential Tenancy Branch