



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: CNC

This hearing dealt with an application by the tenant to cancel the notice to end tenancy for cause.

The tenant started his tenancy on April 19, 2008 with an obligation to pay a monthly rent in the amount of \$300.00 due in advance on the first of each month. Since the inception of the tenancy, the tenant was late in paying rent every month. In August, the landlord filed an application for dispute resolution based on a notice to end tenancy for unpaid rent served on the tenant on August 2. The hearing of this application on September 11 resulted in a settlement agreement with the term that the tenant would pay the full amount of his monthly rent on the first of every month.

The landlord said that the tenant paid his October rent on October 1 whereas he was again late in paying the November and December rent. On November 26, the landlord served the tenant with a notice to end tenancy for cause on the ground of his repeatedly late payment of rent.

The tenant did not dispute the fact that he was late in paying rent throughout most of his tenancy including the November and December rent. He explained that his tardiness in this regard was due to his obligation to pay child support and his periodic lack of employment.

Based on the above, I find that the landlord has established sufficient grounds to end this tenancy. I dismiss the tenant's application to cancel the notice to end tenancy.

The landlord has requested for an order of possession and I find that he is entitled to an order of possession with an effective date of the notice which is December 31, 2008. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Dated: December 23, 2008