

Dispute Resolution Services

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

Decision

Dispute Codes: CNC CNL

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for tenant being repeatedly late paying rent. The tenant claimed she was not contesting a notice for landlord's use of rental property and so I dismissed this portion of the application filed. The landlord attended the hearing and verbally requested an order of possession under s. 55 of the RTA for cause under s. 47 (1) (b) for the tenant being repeatedly late paying rent. Both the Landlord and the tenant participated in the conference call hearing. Each confirmed that the issues before this hearing could not be mediated to the satisfaction of both parties.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began on June 1, 2008. Rent in the amount of \$1400 is payable in full and in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$400. The landlord provided testimony concurred by the tenant that other than for the month of June and September 2008 the rent was paid subsequent to the payable due date and that no rent

has been paid for the months of October, November or December 2008. When this notice to end tenancy was served the rent had been late on three (3) occasions. The issues respecting the eventual non-payment of rent I was advised by the landlord are the subject of a separate application for dispute resolution by the applicant.

Analysis

I find the tenant was repeatedly late in paying rent, for which the tenant did not provide any rationale for why the notice should be cancelled, and that the notice to end tenancy is valid and not cancelled.

I find the landlord is entitled to an order of possession and that there is an agreed date by the tenant and the landlord that the order of possession will be effective December 15, 2008.

Conclusion

I order the tenant vacate the rental unit by December 15, 2008.

I grant an order of possession to the landlord. The tenant must be served with this 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 4, 2008