



Dispute Resolution Services

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

DECISION

Dispute Codes: CNC

Introduction

This application was brought by the tenant seeking to have set aside a 30-day Notice to End Tenancy for cause served on January 10, 2009 and setting an end of tenancy date at February 28, 2009.

Issues to be decided

This application requires a decision on whether to uphold or set aside the Notice to End Tenancy.

Background and Evidence

This tenancy began on April 18, 2007. Rent is \$925 and the landlord holds a security deposit of \$350 paid in instalments at the beginning of the tenancy. Rent is due on the first day of each month.

During the hearing, the landlord gave evidence that the Notice to End Tenancy had been served following a number of occasions in which the tenant had been late paying rent.

The landlord submitted a set of receipts issued to the tenant including one for January 3, 2009, November 5, 2008, September 8, 2008, July 4, 2008 and June 6, 2008. The landlord gave evidence that each receipt was dated on the day on which the rent was paid.

The tenant gave various explanations including one payment in which \$800 of the \$925 was on time but the balance late and one which she said she would not be paid until some cleanup was done. On other occasions, she said the landlord had consented to late payment. The landlord disagreed that he had indicated late payment was acceptable.

Analysis

Section 47(1)(b) of the *Act* provides that a landlord may issued a Notice to End Tenancy for repeated late payment of rent.

Residential Policy Guideline 38(1) states that three late rent payments would constitute grounds to end a tenancy for repeated late payment of rent. In this instance, there are five or six late payments within the previous 12 months.

Accordingly, I find that the Notice to End Tenancy is lawful and valid and I decline to set it aside as requested by the tenant.

On hearing that determination, the landlord stated that he wished to end the tenancy, but that he would permit it to continue to March 31, 2009 to permit the tenant reasonable time to move.

Conclusion

I find that the landlord is entitled to an Order of Possession, enforceable through the Supreme Court of British Columbia, effective at 1 p.m. on March 31, 2009 and such order accompanies the landlord's copy of this decision for service on the tenant.

February 25, 2009,

Dispute Resolution Officer