

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a Notice to End Tenancy issued to her by the Landlord for alleged cause.

In the reasons given for the Notice, the Landlord alleges that the Tenant is repeatedly late paying rent, has allowed an unreasonable number of occupants in the unit, and has significantly interfered with or unreasonably disturbed another occupant or the Landlord.

The Notice to End Tenancy was issued to the Tenant on June 11, 2009, and the Tenant filed her Application on June 18, 2009. The effective date of the Notice to End Tenancy was indicated to be July 11, 2009, however, this is an incorrect date. Under the Act the effective date of the Notice to End Tenancy is automatically corrected to **July 31, 2009**.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues(s) to be Decided

Is the Notice to End Tenancy valid or should it be cancelled?

Background and Evidence

In evidence the Landlord submitted copies of returned item notices from its bank. The notices are all in regard to cheques the Tenant gave the Landlord for rent payments. There are seven items, dating from January of 2008 to June of 2009, indicating the Tenant's cheques were not honoured by the bank for insufficient funds or because funds had not cleared.

The Tenant explained that she did not get paid on the first and fifteenth of the month, but rather every two weeks, and therefore she often did not have the funds available to pay the rent on the first day of the month.

She also testified that her purse was stolen with her cheques in it, and she had to borrow the funds from her sister to pay June rent. Even so, the cheque she gave the Landlord for June 2009 rent was not honoured and returned. The Tenant testified she had deposited the loan money from her sister in an ATM machine, and had to wait until the bank cleared the deposit.

Analysis

Based on the foregoing, and after reviewing the evidence and hearing the testimony, and based on a balance of probabilities, I find that the Tenant's Application must be dismissed without leave to reapply.

The Tenant has paid her rent late seven times in the last 18 months, and therefore, I find she has been repeatedly late paying rent.

The Notice to End Tenancy is valid and is of full force and effect, and the tenancy will end at **1:00 p.m. on July 31, 2009**. The Agent for the Landlord told the Tenant at the end of the hearing she had some extra time on Saturday August 1, 2009, to vacate the rental unit.

As I have found the Notice to End Tenancy is valid based on repeated late payment of rent, I find it is not necessary to review the other causes alleged in the Landlord's Notice to End Tenancy.

Conclusion

The Tenant's Application for Dispute Resolution is dismissed without leave to reapply.

The Notice to End Tenancy is valid and is of full force and effect, and the end date of the tenancy has been corrected to July 31, 2009.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 29, 2009.

Dispute Resolution Officer