



# Dispute Resolution Services

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

## Decision

Dispute Codes: CNC ERP RP FF OPC MNDC

## Introduction

This hearing dealt with applications by the tenant and the landlord. The tenant applied to cancel a notice to end tenancy, as well as for repairs and emergency repairs. The landlord applied for an order of possession pursuant to a notice to end tenancy, and for a monetary order for outstanding rent. During the hearing the landlord stated that as of the hearing date no outstanding rent was owed, and I accordingly dismissed that portion of the landlord's application.

The tenant and the landlord both participated in the teleconference hearing.

## Issue(s) to be Decided

Is the notice to end tenancy for cause valid?

Should the landlord be ordered to carry out repairs or emergency repairs?

## Background and Evidence

The tenancy is an ongoing month-to-month tenancy with rent payable in advance on the first day of each month. On July 22, 2009, the landlord served the tenant with a one-month notice to end tenancy for repeated late payment of rent.

The landlord's evidence was as follows. The tenant was late paying his rent on four recent occasions. In April 2009 the tenant's rent cheque was returned for insufficient funds, and the tenant did not pay April's rent until April 23, 2009. The rent for May 2009

was paid on May 9, 2009. The tenant mailed the rent cheque for June 2009 rent on June 2, 2009, and the landlord received the cheque and deposited it on June 5, 2009. The tenant electronically transferred his rent payment for July 2009 and the landlord received it on July 3, 2009. As the tenant has paid rent late more than three times within a very short time frame, the landlord has cause to end the tenancy. In regard to the tenant's application for repairs and emergency repairs, none of the matters were of an emergency nature, and the landlord has been attending to each of the problems in a timely manner.

The tenant's evidence was as follows. The landlord did not inform the tenant until April 22, 2009 that April's rent cheque had been returned for insufficient funds. The rent for May went through on May 8, 2009, and June's rent went in on June 2, 2009. The landlord likely did not receive the rent for July until July 3, 2009 because July 1<sup>st</sup> was a holiday. The landlord insisted that rent only be paid by mailing a cheque or paying electronically. The tenant found it suspicious that he gave the landlord a list of repairs and the landlord immediately served the tenant with a notice to end tenancy for repeated late payment of rent.

### Analysis

In considering all of the evidence, I find that the tenant paid the rent late on at least three occasions, in April, May and June 2009. The notice to end tenancy for cause is therefore valid, and the landlord is entitled to an order of possession. The landlord is also entitled to recovery of the filing fee for the cost of his application.

As the tenancy is ending, I find that I need not consider the tenant's application for repairs and emergency repairs.

### Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession. 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 September 8, 2009.