



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issues(s) to be Decided

The tenant stated that on June 29, 2009 she received a Notice to End Tenancy as follows:

- Tenant is repeatedly late paying rent
- Tenant or a person permitted on the property by the tenant has:
  - Seriously jeopardized the health or safety or lawful right of another occupant or the landlord
  - Put the landlord's property at significant risk
- Tenant has not done required repairs of damage to the unit/site
- Tenant has assigned or sublet the rental unit/site without landlord's written consent

This is a request to have the section 47 Notice to End Tenancy set aside and a request for an order for the respondent to bear the \$50.00 cost of the filing fee paid for this hearing.

In my decision I will deal with each of the reasons given for Notice to End Tenancy individually.

## Background and Evidence

### Repeated late rent

The landlords testified that:

- Rent is due in the first of the month.
- The tenant has been repeatedly late paying the rent and has frequently been very late with the rent.
- On three occasions the landlord has given the tenant a Notice to End Tenancy for late payment of the rent.

The tenant testified that:

- Rent is not due on the first of the month, the landlords agreed to allow her to pay rent by the 15th of each month.
- The landlords have not served her copy of the list of dates that they claim rent was paid late; however she was willing to proceed with the hearing without that document, as long as the dates that were later than the 15th of each month were read out to her.(this was done during the hearing)
- Since rent is not due until the 15th of each month, rent has not been late as often as the landlords are claiming.

- She has paid the rent later than the 15th on more than three occasions; however there were extenuating circumstances each time and each time she had informed the landlords that the rent would be later than the 15<sup>th</sup>.
- When informed that the rent would be later than the 15th the landlords did not express any concern or seem to mind.

The tenant is therefore asking that the landlords not be allowed to end the tenancy for repeatedly rent.

## Analysis

### Repeatedly rent

Section 47 of the Residential Tenancy Act states:

**47** (1) A landlord may end a tenancy by giving notice to end the tenancy if;

(b) The tenant is repeatedly late paying rent;

In this case the tenant has admitted that rent has been late on three or more occasions, and although she claims there were extenuating circumstances as to why rent was late, the Residential Tenancy Act does not look at the reasons for late rent, only at whether or not rent was paid late.

Therefore since rent has been repeatedly late I will not set aside the Notice to End Tenancy and this tenancy ends pursuant to the notice served up by the landlords.



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Having upheld the Notice to End Tenancy for repeatedly rent there is no need to deal with the other reasons given on the notice.

## Conclusion

This application is dismissed and I have issued an Order of Possession to the landlords for 1:00 p.m. on September the 30th 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: September 03, 2009.

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Dispute Resolution Officer