

## **DECISION**

Dispute Codes      CNC, OLC, FF

### Introduction

A substantial amount of documentary 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

This is a request to have a section 47 Notice to End Tenancy cancelled and a request that the respondent bear the \$50.00 cost of the filing fee paid for the application for dispute resolution

### Background and Evidence

#### Undisputed facts

On March 6, 2010 the applicant tenant was served with a one month Notice to End Tenancy for repeatedly late rent.

Both sides agree rent has been late at least four times since the beginning of the tenancy.

#### Applicants testimony

The applicant stated that he does not dispute that rent has been late four times in the past year; however he believes the notice should be set aside because the landlord had previously informed him he wanted to end the tenancy for landlord use and therefore he feels the landlord is just using this excuse to have him move out without having to give two months notice or pay the one month compensation.

### Respondents testimony

The respondent testified that the tenant has had previous warnings that rent is to be paid on time and yet has continued to pay rent late on numerous occasions.

He finds it very inconvenient to have to keep chasing the tenant for rent and therefore it is his decision to end the tenancy.

### Analysis

The landlord does have the right under section 47 of the Residential Tenancy Act to end the tenancy if the tenant repeatedly pays the rent late, and in this case the tenant has admitted that he has repeatedly paid the rent late. Therefore whether or not the landlord had previously informed the tenant that he wanted to end the tenancy for landlord use, he still has the right to end the tenancy for repeated late rent payments and I will not set this notice aside.

Therefore this tenancy ends pursuant to the section 47 Notice to End Tenancy, however at the hearing the landlord stated that if the tenant pays the full May 2010 rent on May 1, 2010, he will allow the tenant to stay until May 31, 2010. The landlord therefore has requested that an Order of Possession be issued however he will not enforce that order until the end of May 2010 if the full May 2010 rent is paid on May 1, 2010

### Conclusion

The tenant's application is dismissed in full without leave to reapply and I have issued an Order of Possession to the landlord that is enforceable two days after service on the tenant.

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: April 29, 2010.

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Dispute Resolution Officer