

DECISION

Dispute Codes CNC, LRE

Introduction

Some 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

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the request to cancel a section 47, 1 month Notice to End Tenancy and I dismiss the remaining claim with liberty to re-apply.

Background and Evidence

The landlord has given the tenant a Notice to End Tenancy with reasons given as follows:

- (b) the tenant is repeatedly late paying rent;
- (d) the tenant or a person permitted on the residential property by the tenant has

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property

(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

(ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property

At the hearing chose to deal with each issue in order, and therefore I first dealt with the claim that rent is repeatedly late.

The landlord testified that:

- Over the term of the tenancy the tenant has been late paying the rent on numerous occasions and on at least six occasions has been given a 10 day, Notice to End Tenancy for non-payment of rent.
- There have also been numerous occasions where rent has been late for which a Notice to End Tenancy was not given.
- In the past the landlord has put up with the late rent payments but no longer wishes to do so and therefore wants this tenancy ended.

The tenant testified that:

- He has paid the rent late on numerous occasions, however rent has always been paid in full and usually before the 15th of the month and the landlord has never evicted him before for repeatedly rent payments.
- Over the past year his rent has been on time on most occasions however right now he does owe \$97.00.

The tenant therefore believes that since the landlord has allowed him to pay rent late on numerous occasions he should not be allowed to end the tenancy for repeatedly rent payments.

Analysis

Just because the landlord has been lenient in the past and allowed the tenancy to continue even though rent has been paid late, does not mean that the landlord must allow the tenancy to continue in spite of those repeated late payments.

Section 47 of the Residential Tenancy Act allows a landlord to end the tenancy if the tenant is repeatedly late paying the rent, and in this case the landlord has shown, and the tenant has admitted that rent has been late on numerous occasions over the term of the tenancy.

Therefore, the landlord has the right to end this tenancy, and I will not set the Notice to End Tenancy aside and this tenancy ends pursuant to that notice.

The landlord has requested that I issue an Order of Possession and therefore I have done so.

Having upheld the Notice to End Tenancy for repeatedly late rent payments, there is no need for me to deal with the other reasons given for ending the tenancy.

Conclusion

The application to cancel the section 47 Notice to End Tenancy is dismissed, without leave to reapply, and I have issued an Order of Possession to the landlord for 1 p.m. on May 31, 2010.

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: May 12, 2010.

Dispute Resolution Officer