



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a one month Notice to End Tenancy for cause, issued to her by the Landlord, and to recover her filing fee for the Application.

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.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues(s) to be Decided

Should the Notice to End Tenancy be cancelled?

### Background and Evidence

On April 30, 2010, the Landlord served the Tenant with a one month Notice to End Tenancy for cause, alleging the Tenant has been repeatedly late with rent, with an effective end of tenancy date of May 31, 2010 (the "Notice").

An Agent for the Landlord appeared at the hearing and testified the Tenant is required to pay her rent on the first day of the month. The Agent testified that the Tenant had been late paying her rent every month from August of 2009, up to and including June of 2010. The Agent testified that the Tenant would eventually catch up to her outstanding rent payments, but the Tenant has been late paying for the past 11 months.

The Tenant testified that she had done some work for the Landlord cleaning rental units in January of 2010. She testified that she was told her rent would be forgiven for three months for the work she was doing, which was cleaning other rental units for the Landlord. According to the evidence the Tenant was later informed that she would no longer be able to do this work for the Landlord. Apparently the Landlord demanded her rent be paid and the Tenant paid her rent late for January, February and March of 2010.

She further testified she did not recall being late with her rent payment in August of 2009. She explained she felt the problem was poor communication from the Landlord.

In reply, the Agent for the Landlord testified that the Tenant had been credited with the amount of work she had done for the Landlord, however, she was still late paying her rent for many other months.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the Tenant has paid rent late more than three times in the past year, and therefore, I find the Notice is valid and should not be cancelled.

The Policy Guideline for repeated late payment includes the following explanation:

The *Residential Tenancy Act* and the *Manufactured Home Park Tenancy Act* both provide that a landlord may end a tenancy where the tenant is repeatedly late paying rent.

Three late payments are the minimum number sufficient to justify a notice under these provisions.

It does not matter whether the late payments were consecutive or whether one or more rent payments have been made on time between the late payments...

As I find the Tenant has been repeatedly late paying rent and the Notice should not be cancelled, I dismiss her Application.

Upon my dismissal of the Application, the Agent for the Landlord orally requested an order of possession for the end of June 2010. Under section 55 of the Act, I must grant that request.

I grant the Landlord an order of possession for the rental unit **effective at 1:00 p.m. June 30, 2010**. This order may be enforced in the Supreme Court of British Columbia.

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: June 18, 2010.

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Dispute Resolution Officer