

## **Decision**

**Dispute Codes:** CNC

### **Introduction**

This hearing dealt with an application by the tenant for cancellation of a notice to end tenancy for cause. Both parties participated in the hearing and gave affirmed testimony.

### **Issue to be decided**

- Whether the tenant is entitled to the above under the Act

### **Background and Evidence**

Pursuant to a written tenancy agreement, the original fixed term of tenancy was from October 1, 2007 to September 30, 2008. Thereafter, tenancy has continued on a month-to-month basis. Currently, monthly rent in the amount of \$779.00 is payable in advance on the first day of each month. A security deposit of \$362.50 was collected at the outset of tenancy.

Arising from rent which was not paid when due on the first day of the month for each of the months of January, February and April 2010, the landlord issued a 1 month notice to end tenancy for cause dated April 27, 2010. The reason shown on the notice for its issuance is as follows:

Tenant is repeatedly late paying rent

Even while the tenant filed an application to dispute the notice within the 10 day period following his receipt of the notice, as provided by the Act, the tenant did not dispute that rent was not paid on the first day of the month for each of the above months.

### **Analysis**

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

Section 47 of the Act speaks to **Landlord's notice: cause**, and provides in part as follows:

47(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(b) the tenant is repeatedly late paying rent;

Residential Tenancy Policy Guideline # 38 addresses "Repeated Late Payment of Rent," and provides in part:

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

Based on the documentary evidence and testimony of the parties, I find that the landlord has established entitlement to an order of possession, as requested orally by the landlord during the hearing. During the hearing the parties agreed to an end date to tenancy of August 31, 2010.

### **Conclusion**

Pursuant to all of the above, I hereby issue an order of possession in favour of the landlord effective not later than **1:00 p.m., Tuesday, August 31, 2010**. This order must be served on the tenant. 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.

DATE: June 24, 2010

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Dispute Resolution Officer

