

Decision

Dispute Codes: CNC, MNDC, ERP, RP, PSF, RR

Introduction

This hearing dealt with an application by the tenant for cancellation of a notice to end tenancy for cause / a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / an order instructing the landlord to make emergency repairs for health or safety reasons / an order instructing the landlord to make repairs to the unit, site or property / an order instructing the landlord to provide services or facilities required by law / granting of authority to the tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

During the hearing the landlord confirmed his wish to obtain an order of possession in the event the notice to end tenancy for cause is not set aside.

Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant is entitled to any of the above under the Act, regulation or tenancy agreement
- Whether the landlord is entitled to an order of possession

Background and Evidence

Although the tenant moved into the unit a few days before December 15, 2009, pursuant to a written tenancy agreement, the month-to-month tenancy began on December 15, 2009. Rent in the amount of \$1,100.00 is payable in advance on the 15th day of each month. A security deposit of \$550.00 was collected on or about December 15, 2009. There was no move-in condition inspection and report completed by the parties.

The tenant's application arises from first, the landlord's issuance of a 1 month notice to end tenancy for cause dated June 25, 2010, and second, from a range of alleged deficiencies in the unit. While a copy of the notice was not included in evidence, the parties agreed that the reason shown on the notice for its issuance was that the tenant was repeatedly late paying rent.

The landlord testified that rent paid had either been less than the full amount due or, when paid in full, had been paid after the 15th of the month for at least five (5) months of the eight (8) month tenancy. Presently, no rent has been paid for August. The tenant did not dispute that rent in full had not been paid on the 15th day of the month for each and every month of the tenancy.

During the hearing the tenant testified that she withdraws all aspects of her claim concerning compensation, various orders against the landlord, and permission to reduce rent, in light of the landlord's commitment not to seek a monetary order as compensation for unpaid rent.

Analysis

Following from the above, the only remaining aspect of the tenant's application before me is the application to cancel the notice to end tenancy.

Based on the documentary evidence and testimony of the parties, I find that the tenant was served with a 1 month notice to end tenancy for cause dated June 25, 2010. While the tenant filed an application to dispute the notice within the 10 day period permitted under the Act, the tenant did not dispute that rent has been paid late on more than three (3) occasions since the start of the tenancy on December 15, 2009.

Section 47 of the Act addresses **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.

Following from all of the above, I find that the landlord(s) are entitled to an order of possession. Accordingly, the tenant's application to have the notice to end tenancy set aside is therefore dismissed.

Conclusion

I hereby issue an order of possession in favour of the landlord(s) 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: August 20, 2010

Dispute Resolution Officer