



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a one month Notice to End Tenancy issued for the cause of repeated late payment of rent.

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, however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the one month Notice to End Tenancy valid or should it be cancelled?

Background and Evidence

This tenancy began on June 1, 2010, with the parties entering into a written tenancy agreement. The monthly rent was set at \$550.00 per month, payable on the first day of the month. The Landlord required the payment of the security deposit of \$275.00 for May 27, 2010, however, the Tenant did not pay the required security deposit until August 10, 2010.

The Agent for the Landlord testified that the Tenant paid her August 2010 rent on August 4, 2010, her October 2010 rent was paid on October 19, 2010, and her December 2010 rent was not paid in full until January 12, 2011.

The Tenant was served with a 10 day Notice to End Tenancy in October of 2010. The Landlord claims that a second 10 day Notice to End Tenancy was issued in December, although the Tenant testified she had not been served with the December Notice.

The Landlord served the Tenant a one month Notice to End Tenancy on January 10, 2011, with the Notice indicating an effective end date for the tenancy on February 28, 2011.

The Tenant testified that the government authority which provides her with financial assistance had been sending the wrong amounts of rent to the Landlord. She testified that she was not aware that the security deposit was paid to the Landlord late, although when she got a notice regarding this she made sure it was paid in a few days.

She testified and provided evidence that the rent payments were to be corrected for the February 2011 rent. The Tenant acknowledged during the hearing she was responsible for the payments of rent for the unit.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the one month Notice to End Tenancy for repeated late payment of rent is valid and should not be cancelled. Therefore, I dismiss the Application of the Tenant.

The Tenant was made aware in October, through the 10 day Notice to End Tenancy, that there were issues with her rent payments being made late to the Landlord. She was responsible to make sure that all subsequent payments were made in full and on time. I find that the Tenant has paid the rent late on three occasions in the past six months. Therefore, the Notice to End Tenancy is valid and should be upheld.

Upon my dismissal of the Tenant's Application at the end of the hearing, the Agent for the Landlord requested an order of possession for February 28, 2011, the effective date of the Notice. Section 55 of the Act requires that I must grant that request.

I grant and issue the Landlord an order of possession effective at 1:00 p.m. February 28, 2011.

This order must be served on the Tenant and 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: January 27, 2011.

Residential Tenancy Branch