

DECISION

Dispute Codes: CNC

Introduction

This application was brought by the tenant seeking to have set aside a Notice to End Tenancy for cause (repeated late payment of rent) dated December 22, 2010 and setting an end of tenancy date of March 31, 2011.

Issues to be Decided

This application requires a decision on whether the Notice to End Tenancy should be set aside or upheld.

Background and Evidence

The tenant has been resident in the rental unit, the family home, for a number of years for a period as a caregiver to his mother who is currently in a care facility and not expected to return to the home. The tenant's sister issued the notice to end tenancy under a Power of Attorney granted to her on March 23, 2005.

The landlord and tenant have two other siblings who collectively agreed in August of 2010 that the tenant could remain in the rental unit for \$250 rent, an amount set in anticipation that it would cover the expense of utilities.

During the hearing, the parties gave evidence that the tenant - currently experiencing a period of unemployment - had not paid rent since September 2010 and rent is in arrears by four months.

The landlord also noted on the application that it was necessary to gain possession of the home to prepare it for sale, an issue that would be more appropriately dealt with by way of a Notice to End Tenancy for landlord use. Therefore, the present decision addresses only the issue of repeated late payment of rent.

Analysis

Section 47(1)(b) of the *Act* provides that a landlord may issue a Notice to End Tenancy for cause in circumstances in which the tenant has been repeatedly late in paying rent.

In the present matter, the tenant concurred that he has not paid rent, as he agreed to do for October, November, December and January.

Therefore, I find that the Notice to End Tenancy is lawful and valid and declined to set it aside.

Conclusion

The tenant's application is dismissed without leave to reapply and the landlord is at liberty to make application for an Order of Possession if necessary to enforce the Notice to End the tenancy.

January 19, 2010