

DECISION

Dispute Codes: *OPC, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession pursuant to the notice to end tenancy for cause. The notice of hearing was served on the tenant by registered mail on January 26, 2011. The landlord filed a tracking number. Despite having been served the notice of hearing, the tenants did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions

Issues to be decided

Does the landlord have cause to end the tenancy? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The landlord testified that the tenancy started on March 01, 2010. The monthly rent is \$750.00 payable in advance, on the first of each month.

On January 07, 2011, the landlord served the tenants with a notice to end tenancy for cause. The notice consisted of two pages and was served for the following reasons;

- Tenant is repeatedly late paying rent
- Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord
- put the landlord's property at significant risk

The landlord stated that since the start of the tenancy, the tenant was repeatedly late paying rent.

The landlord filed a financial statement into evidence that indicates the dates that the tenant paid rent. Since the start of tenancy in March 2010, the tenant has paid rent late, a total of eight times.

Analysis

In order to support the notice to end tenancy, the landlord must prove that one or more of the reasons for the notice to end tenancy applies. Based on the evidence filed by the landlord, I find that the tenant repeatedly paid rent late. Therefore, I find that the landlord has cause to end the tenancy and I uphold the notice to end tenancy.

Based on the undisputed testimony of the landlord, I find that the tenant did not dispute the notice to end tenancy. Pursuant to section 47 (5) of the *Residential Tenancy Act*, if a tenant has received a notice to end tenancy for cause and does not make an application for dispute resolution within ten days after receiving the notice, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date.

Therefore, I find that the landlord is entitled to an order of possession and pursuant to section 55(2); I am issuing a formal order of possession effective on or before 1:00 p.m. on February 28, 2011. The Order may be filed in the Supreme Court for enforcement.

Conclusion

The notice to end tenancy is upheld and I grant the landlord an order of possession effective on or before **1:00 p.m. on February 28, 2011.**

Since the landlord has proven his case he may retain \$50.00 from the security deposit towards the recovery of the filing fee.

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: February 07, 2011.

Residential Tenancy Branch