



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNC, DRI, MNDC, MNR, OPR, OPC, FF

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties .

All testimony was taken under affirmation.

Issue(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

First of all it is my decision that I will not deal with all the issues that the applicants have put on the applications. For claims to be combined on an application they must related.

Not all the claims on these applications are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the requests to cancel or uphold the Notice to End Tenancy and I dismiss the remaining monetary claims with liberty to re-apply.

Background and Evidence

The landlord served the tenants with the Notice to End Tenancy as follows:

The tenant is repeatedly late paying rent;

The tenant or a person permitted on the residential property by the tenant has

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property, or
- (iii) put the landlord's property at significant risk;

The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

- (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property

The landlord testified that:

- The tenants are frequently late paying the rent, often paying a portion of it at the beginning of the month at a portion of it later in the month.
- The tenants are always coming up with excuses as to why the rent cannot be paid on time.
- They are no longer willing to accept late rent and therefore have decided to end this tenancy.

The tenants testified that:

- There have been numerous times where they have paid the rent late; however they have always paid the rent in full, eventually.
- They estimate that they have paid the rent late at least five times, and possibly more.

- They do not owe any rent right now however, and therefore they do not believe that this tenancy should end.

Analysis

Section 47 of the Residential Tenancy Act allows the landlord to end the tenancy by giving one clear months notice to end tenancy, if the tenant is repeatedly late paying the rent.

In this case even the tenants have admitted that they have paid the rent late on at least five occasions and possibly even more.

Therefore since the rent has been repeatedly late, the landlord does have the right to end this tenancy.

Conclusion

Tenants application

The tenant's application to cancel the Notice to End Tenancy is dismissed without leave to reapply.

Landlords application

I have allowed the landlords request for an Order of Possession, and for the filing fee and a formal order has been issued.

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 11, 2011.

Residential Tenancy Branch