



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

Decision

Dispute Codes:

CNC

Introduction

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause dated February 26, 2011. Both parties appeared and gave testimony in turn.

Issue(s) to be Decided

The tenant is disputing the basis for the notice and the issues to be determined based on the testimony and the evidence is whether the criteria to support a One-Month Notice to End Tenancy under section 47 of the *Residential Tenancy Act*, (the *Act*), has been met, or whether the notice should be cancelled on the basis that the evidence does not support the cause shown.

The burden of proof is on the landlord to establish that the notice was justified.

Background and Evidence: One Month Notice

The tenancy began in April, 2009. The current rent is \$795.00 and a security deposit of \$387.50 was paid.

The tenant had submitted into evidence a copy of the One-Month Notice to End Tenancy for Cause dated February 26, 2011 showing an effective date of March 31, 2011. The One-Month Notice to Notice to End Tenancy for Cause indicated that the tenant had been repeatedly late in paying the rent, had significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property and failed to do repairs of damage to the site/property.

The landlord testified that the One Month Notice was issued primarily because the tenant had failed to adequately clean up items being stored outside on the property, resulting in a municipal fine being levied against the landlord in the amount of \$500.00. The landlord testified that the notification was issued by the municipality in January

2011 and the tenant had still not sufficiently cleared up the property since that time. The landlord testified that the municipality intends to issue a second fine. The landlord testified that the tenant had also paid the rent late on more than three occasions.

The tenant stated that the property was cleaned up after the warning and all of the items were placed in the carport and tarped over. However, this was apparently not sufficient to satisfy the bylaw officer. The tenant stated that they were advised that, unless the carport was fully enclosed so that the items were stored inside a building, the property owner will still be found to be in violation of the bylaw. The tenant explained that they needed more storage space for all of their possessions and they were prepared to rent a storage unit if necessary.

With respect to the late payment of rent, the tenant stated that they had attempted to pay the rent early and the landlord refused to accept the rent and by the time the first of the month came, the tenant no longer had the funds. The tenant did acknowledge that rent was paid late in the past, but pointed out that up until now, the landlord evidently had no issue with accepting partial payments and late payments of the rent.

Analysis:

I accept the landlord's and the tenant's verbal testimony that there have been repeated late payments of rent during the tenancy and I find that this justifies the One Month Notice to End Tenancy for Cause issued by the landlord. Accordingly, I find that the tenant's application to cancel the Notice must be dismissed.

A mediated discussion ensued and the parties agreed to end the tenancy on April 30, 2011.

Conclusion

I hereby issue an Order of Possession in favour of the landlord effective April 30, 2011 at 1:00 p.m. This Order must be served on the Applicant tenant and may be enforced by the Supreme Court if necessary.

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: March 2011.

Residential Tenancy Branch