

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This hearing dealt with an application by the tenant seeking an order to set aside the Notice to End Tenancy for Cause. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to have the notice to end tenancy set aside?

### Background and Evidence

The tenancy began on or about June 2000. Rent in the amount of \$1305.14 is payable in advance on the first day of each month. The tenant was not required to provide a security deposit when she moved in as she was employed at that time by the property management company. Both parties provided documentary evidence. The landlord testified that the tenant has paid the rent late on four occasions in the last twelve months. The tenant testified that she did not dispute that she had paid late on those occasions however she submitted that it was never more than three days late and that she has never had a payment returned for non sufficient funds.

### Analysis

The landlord has provided documentary evidence that supports their claim. In the tenant's own testimony she does not dispute that she has been late on the four occasions. Section 38 of the Residential Tenancy Policy Guideline clearly states that a landlord must prove that the tenant has on three occasions in a twelve month period paid rent late. I have two parties that do not dispute the four instances of late payment.

I accept the landlord's evidence.

The Notice to End Tenancy for Cause dated May 11, 2011 is to remain in full effect.

Conclusion

The Tenant's application is dismissed.

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: June 13, 2011.

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Residential Tenancy Branch