

DECISION

Dispute Codes:

CNC; MNR: OLC; RP; PSF; RR

Introduction

This Hearing was scheduled to hear the Tenant's application to cancel a *One Month Notice to End Tenancy for Cause* (the "Notice") issued August 3, 2011; for compensation for damage or loss under the Act, regulation or tenancy agreement; for Orders that the Landlord comply with the Act, regulation or tenancy agreement, make repairs to the rental unit, and provide services or facilities required by law; and for a reduction in rent for repairs, services or facilities agreed upon but not provided.

Both parties gave affirmed testimony at the Hearing.

It was determined that the Tenant served the Landlord's agent with the Notice of Hearing documents on August 10th or 11th, 2011. The Landlord's agent acknowledged receiving copies of the Tenant's documentary evidence when served with the Notice of Hearing documents.

I accept the Landlord's agent's undisputed testimony that she provided the Tenant with the Landlord's documentary evidence by registered mail sent August 31, 2011.

Preliminary Matter

The Residential Tenancy Rules of Procedure, Rule 2.3, states that for disputes to be combined on an application they must be related. I find that the Tenant's monetary claims and requests for Orders that the Landlord make repairs to the rental unit and comply with the Act, regulation or tenancy agreement are not sufficiently related to the main issue, which is to cancel the Notice. For these reasons, I dismiss the Tenant's application for a Monetary Order and other Orders **with leave to reapply**.

Background and Evidence

The Landlord's agent gave the following affirmed testimony:

The Landlord's agent testified that this tenancy began on September 1, 2010. Monthly rent is \$875.00 due on the first day of each month. A copy of the tenancy agreement was provided in evidence.

The Landlord's agent testified that the Tenant has been late paying rent, as follows:

Date rent due	Date(s) payments made
Jan.1, 2011	Jan. 7: \$250.00; Jan. 26: \$640.00
Feb. 1, 2011	Feb. 17: \$350.00; Feb 17: \$1,000.00
Apr. 1, 2011	Apr. 15: \$250.00; Apr. 21: \$32.01
May 1, 2011	May 9:\$100.00; May 11: \$200.00; May 13: \$365

The Landlord provided copies of transaction records and two money orders in support of its claim.

The Tenant gave the following affirmed testimony:

The Tenant testified that she has been struggling with work and has been paying rent late, but will not be late again. The Tenant stated that the Landlord had already lost an application for an Order of Possession for unpaid rent. The Tenant believes that the Landlord is seeking to evict her in retaliation for her requesting repairs to the rental unit. A copy of a previous Dispute Resolution Decision issued June 10, 2011, was provided in evidence.

Analysis

The Notice indicates that the Landlord seeks to end the tenancy because the Tenant is repeatedly late paying rent. The Tenant does not dispute that she was late paying rent five times in the last year.

The previous Decision issued June 10, 2011, dealt with cross applications. The Landlord sought an Order of Possession under the provisions of Section 46 of the Act (**non-payment** of rent), among other relief. The Tenant sought to cancel the 10 Day Notice to End Tenancy for Unpaid rent which was issued on May 2, 2011. The Dispute Resolution Officer found that the Landlord had reinstated the tenancy and dismissed the Landlord's application.

I explained to the Tenant that Section 47 (1)(b) of the Act allows a landlord to end a tenancy by giving notice to end the tenancy for **repeated late payment of rent**. Based on the testimony of both parties, I find that the Tenant has been repeatedly late paying rent and that the Notice is an effective notice. The Tenant's application to cancel the notice is therefore dismissed.

I asked the Landlord's agent three times during the Hearing if she had any questions. Each time she stated that she did not. Therefore, I do not provide the Landlord with an Order of Possession of the rental unit pursuant to the provisions of Section 55(1) of the Act.

Conclusion

The Tenant's application to cancel the One Month Notice to End Tenancy for Cause is **dismissed without leave to re-apply**.

The remainder of the Tenant's application is **dismissed with leave to re-apply**.

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: September 13, 2011.

Residential Tenancy Branch