



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

A substantial amount of 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 is an application to cancel a Notice to End Tenancy it was given for repeatedly late rent payments.

### Background and Evidence

On September 6, 2011 the tenant was served with a one month Notice to End Tenancy for repeatedly late payment of rent, which ends the tenancy on October 31, 2011.

The tenant filed a dispute of the Notice to End Tenancy on September 14, 2011.

The applicant/tenant testified that:

- Her rent is frequently late however for the first year of her tenancy the office was never opened to pay the rent.
- She also has numerous medical issues that have made it difficult for her to get out of for rental unit to pay the rent.
- Rent is however always paid, as is the late fee.
- She is now collecting disability income and she is willing to have the rent paid directly from the Ministry from now on.
- She is therefore requesting that the Notice to End Tenancy be cancelled.

The respondent/landlord testified that:

- The tenant's statement that the office was closed for the first year is ridiculous as the office is open from nine to five every day.
- The tenant has never contacted us to make arrangements to pick up the rent if she is unable to leave her rental unit and in fact we always have to make the effort to contact tenant in order to collect the rent.
- The rent is late virtually every month and we no longer wish to continue this tenancy.
- We therefore request that this Notice to End Tenancy be upheld and that an Order of Possession be issued for as soon as possible.

### Analysis

The landlord has the right to end the tenancy if the rent is repeatedly late, and in this case the tenants rent has been late virtually every month since the beginning of the tenancy.

The tenant claims that for a period of the tenancy the rental office was not open, however I find that very unlikely.

The tenant also claims that she has been unable to leave her suite to pay the rent on numerous occasions due to medical issues, however if this was the case I see no reason why the tenant could not of contacted the landlords to make some arrangement for payment of the rent.

Therefore it is my decision that I will not cancel the Notice to End Tenancy and at the request of the landlord I have issued an Order of Possession.

At the hearing when I gave my decision verbally I had mistakenly thought that the tenancy was supposed end on September 30, 2011 and therefore I had told the parties that I would be issuing an Order of Possession that is enforceable two days after service on the tenant; however I subsequently realized that the Notice to End Tenancy effectively ends the tenancy on October 31, 2011, and therefore I have issued the Order of Possession for that date

### Conclusion

The tenant's application is dismissed without leave to reapply, and have issued an Order of Possession to the landlord for 1:00 p.m. on October 31, 2011.

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: October 04, 2011.

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Residential Tenancy Branch