



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, DRI

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a one month Notice to End Tenancy issued for cause and to dispute an additional rent increase for the upcoming year of 2012.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Should the one month Notice to End Tenancy for cause be cancelled?

Is the rent increase for 2012 valid?

Background and Evidence

The Landlord testified they personally served the Tenant with a one month Notice to End Tenancy for cause on September 19, 2011 (the "Notice"). The Notice alleged the Tenant has been repeatedly late with rent. The Notice was dated September 7, 2011, and indicated an effective date of October 7, 2011.

The Landlord testified that the Tenant had not paid all their rent for the months of June, July and August of 2011. The Landlord testified that the Tenant was required to pay \$267.05 in rent in each of these months, and had only paid \$256.78 in each month. The Landlord testified that because the Tenant had failed to pay all the rent for these three months her rent was repeatedly late and the Notice was issued.

The Tenant testified that she had not paid the full amount of rent for these months as she did not believe the Landlord had increased the 2011 rent in accordance with the Act. The Tenant testified and submitted evidence as to her disagreement with the further rent increase notice issued for 2012.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the Notice to End Tenancy is valid and should not be cancelled.

Under section 26 of the Act, the Tenant is required to pay rent when it is due under the tenancy agreement, whether or not the Landlord is complying with the Act, regulations or tenancy agreement, unless the Tenant had some authority under the Act to reduce the rent. Such authority would be an order from a Dispute Resolution Officer allowing a rent reduction, or if emergency repairs had been required, pursuant to the emergency repairs provisions of the Act. Here the Tenant had no evidence of any such authority to reduce her rent.

I find the Tenant failed to pay all the rent due to the Landlord for a period of three consecutive months. Therefore, the Tenant has been repeatedly late paying rent and the Notice is valid.

As the tenancy is ending in 2011, I dismiss the Tenant's request to dispute the 2012 rent increase notice.

Having made the above findings, I dismiss the Application for Dispute Resolution of the Tenant.

I explained to both parties during hearing that the Notice had an incorrect effective date and under the Act corrects to an effective end date for the tenancy of **October 31, 2011, at 1:00 p.m.**

Conclusion

The Tenant was repeatedly late paying rent in three consecutive months. Therefore, the Notice to End Tenancy is valid and may be enforced by the Landlord. The effective end date of the tenancy is corrected under the Act to October 31, 2011. As the tenancy is ending in 2011, there is no need to hear the matter of the 2012 rent increase.

The Tenant's Application is dismissed without leave to reapply.

This decision is final and binding on the parties, except as provided for under the Act and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: October 20, 2011.

Residential Tenancy Branch