



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened on the tenant's application of February 22, 2012 to have set aside a Notice to End Tenancy for cause, repeated late payment of rent, dated February 20, 2012 and setting an end of tenancy date of March 31, 2012.

Issue(s) to be Decided

This matter requires a decision on whether the Notice to End Tenancy should be set aside or upheld.

Background and Evidence

This tenancy began on February 23, 2010. Rent was increased on March 1, 2012 from \$1,074.15 to \$1,120.33 and the landlord holds a security deposit of \$525 paid on February 19, 2010.

During the hearing, the landlord gave evidence that the Notice to End Tenancy had been served following late payment of rent January 3, 2012 and February 2, 2012 and after six late payments in 2011.

The landlord submitted copies of reminder letters of June 3, 2011 and February 8, 2012, a warning letter dated August 9, 2011, two 10-day Notices to End Tenancy for unpaid rent dated July 4, 2011 and August 2, 2011.

The parties concurred that \$1,000 of the rent is paid on time by automatic deposit and that the late payments are for the balance.

There was further evidence of repayment for damage to the rental unit, but that is not central to the present dispute.

Analysis

Section 47(1)(b) of the *Act* provides that a landlord may issue a Notice to End Tenancy for cause in circumstances in which a tenant is repeated late in paying the rent. *Residential Policy Guideline 38* states that three late payments would normally constitute sufficient cause to the end the tenancy. In the present matter, there are substantially more.

Therefore, I found that the Notice to End Tenancy of February 20, 2012 is lawful and valid and that I could not set it aside.

On that determination, the landlord requested an Order of Possession under section 55(1) of the *Act* which compels the issuance of the order on the landlord's oral request when a tenant's application to set the notice aside is dismissed and/or the notice is upheld. I find the landlord is entitled to an Order of Possession to take effect on March 31, 2012, the end of tenancy date set by the Notice to End Tenancy.

Conclusion

The Notice to End Tenancy of February 20, 2012 is upheld and the landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia to take effect at 1 p.m. on March 31, 2012.

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 09, 2012.

Residential Tenancy Branch