



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC, RP, LRE, AAT, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. The tenant also applied for an order seeking repairs to the rental unit, to suspend the landlord's right to enter the rental unit, allow the tenant's guests, access to the unit and for the recovery of the filing fee. Both parties attended the hearing and had opportunity to be heard. At the hearing the landlord made an oral request for an order of possession in the event that the tenant's application was not successful.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began on December 01, 2003601. The rent was \$601.00 due on the first of the month.

On February 04, 2012, the landlord served the tenant with a notice to end tenancy for cause. The tenant disputed the notice in a timely manner. The notice to end tenancy was served for the following reason;

- Tenant is repeatedly late paying rent

The landlord stated that the tenant is consistently late paying rent. The tenant agreed that in the past eight months he has paid rent on time only in November 2011, January 2012 and March 2012. The landlord issued receipts for use and occupancy only for rent received after the notice to end tenancy was served on the tenant. The landlord filed copies of rent receipts to support her testimony that the tenant was repeatedly late paying rent.

### **Analysis**

In order to support the notice to end tenancy, the landlord must prove that the reason for the notice to end tenancy applies. Based on the testimony of both parties, I find that the tenant was repeatedly late paying rent.

Pursuant to section 38 of the *Residential Tenancy Policy Guideline*, three late payments are the minimum number sufficient to justify a notice under these provisions. In the last eight months, the tenant agreed that he paid rent late on five occasions. Therefore, I find that the landlord has proven the reason for the notice to end the tenancy for cause and accordingly, I uphold the notice to end tenancy.

During the hearing, the landlord made a request under section 55 of the legislation for an order of possession. Under the provisions of section 55(1), upon the request of a landlord, I must issue an order of possession when I have upheld a notice to end tenancy. Accordingly, I so order. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

### **Conclusion**

The notice to end tenancy is upheld and I grant the landlord an order of possession effective on or before 1:00 p.m. on April 30, 2012.

The tenant must bear the cost of filing this application.

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 07, 2012.

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Residential Tenancy Branch