

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application by the tenant seeking to have a Notice to End Tenancy set aside. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have the Notice set aside?

Background and Evidence

The tenancy began on or about August 1, 2009. Rent in the amount of \$337.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$271.00.

The landlord gave the following testimony; the landlord issued a One Month Notice to End Tenancy for Cause on May 28, 2012 with an effective date of July 1, 2012, the landlord issued the notice due to the tenant's repeatedly late payment of rent and that the tenant was in breach of a material term of the tenancy agreement by not providing their income information as the rent is subsidized and based on the tenant's earnings, the tenant abandoned the unit since November 2011, had more than one pet which was not agreed to in the tenancy agreement and the tenant was working but not informing the landlord of those earnings.

The tenant gave the following testimony; acknowledges some late payments but eventually always paid her rent in full, there is not outstanding rent as of today's hearing, was involved in serious car accident which requires her to leave the unit for an extended period to attend to medical treatment, has only one pet, provided proof of her income as soon as the documents were made available to her, and seeks to have the Notice set aside.

Analysis

Both parties submitted documentary evidence for this hearing which was considered in making the decision. The tenant stated on several occasions that she had “more proof” at home to support her claim, however many of the items the tenant wished to refer and rely on were not submitted for this hearing.

Section 38 of The Residential Tenancy Policy Guideline regarding the Repeated Late Payment of Rent states: *Three late payments are the minimum number sufficient to justify a notice under these provisions. It does not matter whether the late payments were consecutive or whether one or more rent payments have been made on time between the late payments.*

In the matter before me the tenant has been late in paying the rent four times since January 2012. The tenant acknowledged the late payments of rent but was unsure as to which months that it occurred.

In addition the landlord has provided documentary evidence to support their repeated requests for proof of income. When I asked the tenant as to why there was a delay in providing documentation to the landlord the tenant would offer vague and contradictory testimony. Based on the documentary evidence and the testimony provided I find that the landlord has provided sufficient evidence that the tenancy is to end.

The notice remains in full effect and force.

The tenant has not been successful in her application.

Conclusion

The tenant’s application is dismissed in its entirety without leave to reapply.

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: June 28, 2012.

Residential Tenancy Branch