



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, O

### Introduction

This hearing dealt with an application by the tenant seeking to have a One Month Notice to End Tenancy for Cause 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 September 1, 2012. Rent in the amount of \$1300.00 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 \$650.00.

The landlord gave the following testimony:

The landlord stated that the tenant has been late in paying the rent for four of the seven months that the tenant has lived in the unit. The landlord stated that in addition to the late payments the tenant has not paid any rent for January and February. The landlord stated that she was willing to offset some of that rent for the installation of some flooring but not the whole amount. On March 20, 2013 the landlord personally served the tenant with a One Month Notice to End Tenancy for Cause with an effective date of April 20, 2013. The basis for issuing that notice was the tenant is repeatedly late in paying rent. The landlord verbally requested an order of possession.

The tenant's advocate gave the following testimony:

The advocate stated that he had instructions from the tenant that the rent was late only once or twice. The advocate had only limited information in regards to this issue.

### Analysis

When a landlord issues a notice under Section 47 of the Act they bear the responsibility for proving their claim. The landlord provided documentary evidence that supports their claim of repeatedly late rent payments. Section 38 of The Residential Tenancy Policy Guidelines clearly outline that three late payments over a period of 12 months is the minimum number sufficient to justify a notice under these provisions. In the matter before me the tenant has failed to pay rent on time four out of seven months. I find that the landlord has provided sufficient evidence to support her claim and the Notice. The landlord's oral application for an order of possession pursuant to Section 55 of the Act is granted. 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. The Notice issued on March 20, 2013 remains in full effect and force. Under the Act the Notice self corrects to the appropriate date; in this case April 30, 2013.

### Conclusion

The landlord is granted an order of possession. The tenants' 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: April 22, 2013

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Residential Tenancy Branch

