



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0937715 B.C. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for cause. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that they had received the tenant's application. The tenant also submitted a copy of the notice to end tenancy. Neither the tenant nor the landlord submitted any other documentary evidence. I have heard and reviewed testimonial evidence from both parties. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

The landlord served the tenant with a notice to end tenancy for cause which indicated that the reason for ending the tenancy was that the tenant was repeatedly late paying rent. The landlord stated that though he did not serve the notice, his understanding was that the notice was served on April 22, 2013. The tenant stated that she found the notice in her mailbox, but she was not sure what date this occurred.

Landlord's Evidence

The landlord stated that the tenant had made late and sporadic payments of rent in the past. The landlord's previous managers did not keep proper records, and the landlord has not been able to find receipts for the tenant's rent payments for the past six months. The landlord has no idea how much money the tenant owes in past unpaid rent. The tenant's rent cheque for May 2013 was returned for insufficient funds.

Tenant's Response

The tenant stated that she had an agreement with the previous managers that she could pay her rent gradually in more than one installment over each month. The tenant stated that she has paid for all her past rent except for May 2013.

Analysis

I find that the notice to end tenancy is not valid. The landlord did not provide sufficient evidence to establish that the tenant was late paying rent at least three times in the recent past. Further, the previous managers may have waived the tenant's requirement to pay partial rent on more than one date for each rental month.

Conclusion

The notice to end tenancy for repeated late payment of rent is dismissed, with the effect that the tenancy continues.

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: May 28, 2013

Residential Tenancy Branch

