



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PORTE REALTY LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This hearing was convened by way of conference call in response to an application by the landlord for an Order of Possession for unpaid rent or utilities and a monetary order for unpaid rent or utilities.

Both parties attended the hearing during which they provided affirmed testimony and were given an opportunity to cross examine each other on the information provided. No issues of service were raised by either party.

At the start of the hearing the landlord requested to amend the application from an Order of Possession for unpaid rent and utilities to an Order of Possession for cause, because the tenant had been repeated paying rent late. The tenant was asked about whether she had any issues regarding this and none were raised. As a result, I allowed the landlord to amend the application to this effect.

All of the verbal testimony and evidence provided prior to the hearing has been carefully considered in this Decision.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?  
Has the landlord established a monetary claim against the tenant for unpaid rent?

### Background and Evidence

The landlord testified that the tenancy began on May 1, 2012 for a fixed term of one year after which time it went onto a month-to-month basis. The landlord collected a security deposit from the tenant for \$405.00 on April 26, 2012. At the start of the

tenancy, rent in the amount of \$810.00 was payable and currently, rent in the amount of \$825.00 is now payable by the tenant on the first day of each month.

The landlord testified that the tenant had paid rent late a number of times since the tenancy started throughout the year of 2012. However, the landlord testified that the specific dates that could be recalled were all from 2013 when the tenant had paid rent late as follows:

1. On January 1, 2013 the tenant failed to pay rent of \$810.00. The tenant paid \$720.00 on January 14, 2013 leaving an outstanding balance of \$90.00.
2. On February 1, 2013 the tenant failed to pay rent of \$810.00. The tenant paid \$90.00 for the balance owed for January, 2013 on February 4, 2013. However, this still left February's \$810.00 rent outstanding which was eventually paid on February 6, 2013.
3. On April 1, the tenant failed to pay the rent of \$810.00 (due to a rent increase). The tenant paid \$500.00 the following day.

The landlord testified that as a result, on April 30, 2013 the tenant was personally served with a 1 Month Notice to End Tenancy for Cause due to: the tenant repeatedly paying rent late; the tenant had significantly interfered with or unreasonably disturbed the landlord; the tenant had engaged in an illegal activity that adversely affected the quiet enjoyment of the landlord; and the tenant knowingly gave false information to a prospective tenant or purchaser. The effective date on the notice is May 31, 2013.

The landlord had also made a claim for \$2,035.00 which relates to unpaid rent for the months of May and June, 2013. However, the landlord testified that the tenant had paid the outstanding amounts between the time the notice to end tenancy was served and is now in \$400.00 rent arrears only.

The tenant testified that she was struggling to pay the rent due to medical and emotional issues she was having. Although the tenant could not verify the exact dates the landlord had testified to, she agreed that rent had been paid late more than 3 times since the start of 2013 and that she owed the landlord \$400.00 in unpaid rent.

### Analysis

Policy Guideline 38 defines 'repeated late payments' as being three occasions where the tenant has paid rent late after the day it was due. Based on the verbal testimony of the landlord and tenant verifying the three late payments within a period of six months, I find that the landlord is entitled to an Order of Possession for Cause. The notice to end

tenancy was confirmed by the tenant as being received personally on April 30, 2013. Therefore, I find that the effective date stated on the notice of May 31, 2013 is correct.

The tenant also confirmed the verbal testimony of the landlord that \$400.00 in rent was still outstanding. As a result, the landlord is also entitled to a monetary order in this amount for unpaid rent.

### Conclusion

For the reasons set out above, I grant the landlord an Order of Possession for Cause which is effective 2 days after service on the tenant. This order must be served on the tenant, after which it may be filed and enforced in the Supreme Court as an order of that Court.

I also award the landlord a monetary order pursuant to Section 67 in the amount of \$400.00. This order must be served on the tenant, after which time, it may be filed and enforced in the Provincial Court (Small Claims) as an order of that court.

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 26, 2013

---

Residential Tenancy Branch

