



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNR

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application to set aside a Ten Day Notice to End Tenancy for Unpaid Rent. The Tenant submitted a copy of a One Month Notice to End Tenancy for Cause to the Residential Tenancy Branch.

At the outset of the hearing the parties indicated that they understood the Tenant was applying to set aside the One Month Notice to End Tenancy for Cause and the Application for Dispute Resolution has been amended accordingly.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make submissions to me.

### Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

### Background and Evidence

The Landlord and the Tenant agree that this tenancy began on December 11, 2007 and that the Tenant is currently required to pay monthly rent of \$450.00 by the first day of each month. The male Landlord stated that he is certain that no rent has been paid since January 01, 2010. The Tenant stated that she believes she last paid rent on May 27, 2008.

The Landlord and the Tenant agree that a One Month Notice to End Tenancy for Cause was served on the Tenant indicating that the Tenant was required to vacate the rental unit by May 31, 2013. The reason cited on the Notice to End Tenancy for ending the tenancy is that the Tenant has been repeatedly late paying rent.

The male Landlord stated that he posted the One Month Notice to End Tenancy for Cause on the Tenant's door on May 08, 2013. The Tenant stated that she received the Notice on May 09, 2013.

### Analysis

Section 47(1)(b) of the *Act* authorizes a landlord to end a tenancy if the tenant is repeatedly late paying rent. I find it reasonable to conclude that the Tenant has been repeatedly late paying her rent, since it is due on a monthly basis and she has not paid rent in more than two years. I therefore find the Landlord has grounds to end this tenancy and I dismiss the Tenant's application to set aside the Notice.

### Conclusion

I grant the Landlord an Order of Possession, as requested at the hearing, which is effective at 1:00 p.m. on June 30, 2013.

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 17, 2013

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Residential Tenancy Branch