



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Prince George Metis Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant, her advocate and three agents for the landlord.

At the outset of the hearing the tenant clarified that she had been seeking to cancel a 1 Month Notice to End Tenancy for Cause issued by the landlord for repeated late payment of rent and not a 10 Day Notice to End Tenancy for Unpaid Rent. With the consent of the landlord I accept the tenant's amendment to dispute the 1 Month Notice.

During the hearing, the landlords did not verbally request an order of possession should the tenant be unsuccessful in her Application.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Section 47 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The parties agree the tenancy began on April 1, 2010 as a month to month tenancy for the current monthly rent of 257.00 due on the 1<sup>st</sup> of each month.

The landlord submitted into evidence a copy of a 1 Month Notice to End Tenancy for Cause issued on May 13, 2013 with an effective date of June 30, 2013 citing the tenant was repeatedly late paying rent.

The landlords testified that the tenant has been late paying rent at least 13 times since April 2011 and despite repeated issuance of 10 Day Notices and trying to work with the tenant to get her paying rent when it is due the tenant still fails to do so. The landlord testified that even after the issuance of the 1 Month Notice the tenant was late paying her rent for July 2013.

The tenant does not dispute that she has been late paying rent 13 times since April 2011. The tenant submits that despite the landlord's claims of wanting to work with her she feels they have not been trying to do so. She submits that in part the reason for her inability to pay rent on time is that since the landlord forced her to move she had suffered some financial losses that she has not fully recovered from.

The tenant also submits that she couldn't pay rent on July 1, 2013 because it was a holiday and her employment insurance did not come in until July 3, 2013.

The landlord submits that they are not aware of why the tenant would have suffered any financial losses from the move because they paid for her moving boxes; for her movers; for all utility charges that resulted from the move.

### Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving the tenants notice to end the tenancy if the tenant is repeatedly late paying rent. A notice issued under this section must end the tenancy effective on a date that is not earlier than a month after the date the notice is received and the day before the day in the month that rent is payable under the tenancy agreement.

Residential Tenancy Policy Guideline 38 states that 3 late payments are the minimum number sufficient to justify a notice under this provision. The Guideline goes on to say that 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.

As the tenant does not dispute the landlord's submission that the tenant has been late paying rent on at least 13 occasions in just over 2 years, I find the landlord has established that the tenant has repeatedly been late paying rent.

Conclusion

Based on the above, I dismiss the tenant's Application in its entirety and the tenant must vacate the rental unit in accordance with the 1 Month Notice to End Tenancy for Cause issued on May 13, 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: July 12, 2013

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Residential Tenancy Branch

