



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 652604 BC Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, CNC, RP

Introduction

This is an application to cancel a Notice to End Tenancy that was given for cause, an application for a repair order, and an application for recovery of the \$50.00 filing fee.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the request to cancel a Notice to End Tenancy and I dismiss the repair claim with liberty to re-apply.

Therefore the issue is whether or not the landlord has reasonable grounds to end this tenancy.

Background and Evidence

The landlord testified that:

- The tenants rent is late constantly, it is very seldom on time.
- As you can see from the e-mail evidence it's been ongoing since way back to 2010.
- I have sent the tenant numerous e-mails informing him that rent must be paid on time, however he does not take the e-mails seriously and rent continues to come in late.
- It is the tenants responsibility to ensure his rent is paid on time, and this tenant just does not take that responsibility seriously.
- The tenant does not even inform her when rent is not going to be paid on time, it is always she who has to contact the tenant when the rent is late.
- She is therefore requesting that the Notice to End Tenancy be upheld and that an Order of Possession be issued.

The tenant testified that:

- Up until 2011 he used to mail the landlord postdated cheques, however one of the times that he mailed 4 postdated cheques the landlord claims that there were only 2 cheques in the envelope.
- It's very expensive to keep doing a stop payment on rent cheques and therefore he will not mail postdated cheques anymore and that means he has to go into the landlord's bank to deposit the rent.

- He has paid the rent late on some occasions; however that's because it takes an hour of his time to go and pay the rent at the landlord's bank, and there are times he does not make it on time to get the rent into her account for that date.
- There have also been times that he has paid the rent on the first of the month, but the bank did not post the payment until the second.
- Further, he is Jewish, and therefore if the first falls on a Saturday he will not do business on the Sabbath.
- He does not see why, if the landlord is so insistent on getting her rent on the first of each month, doesn't come and pick the rent up.
- He is therefore asking that this Notice to End Tenancy be canceled as he makes every attempt to pay the rent on time, and he has told the landlord that if he is unable to get it to the landlords account on time she can always come and pick up the rent.

Analysis

It's my finding that the landlord has shown that the tenant has repeatedly paid the rent late.

The tenant himself admits that he has paid the rent late, claiming that it's because of difficulty getting to the landlord's bank to pay the rent on time, however it is the tenants responsibility to ensure that rent is paid on time and therefore the tenant must ensure that he either leaves sufficient time to reach the landlord's bank to pay the rent, or that he pays directly to the landlord.

Further if the tenant is unwilling to do business on the Sabbath, he should be ensuring that the rent is in the landlords account in advance.

The tenant also claims that he can no longer give postdated cheques to the landlord because the landlord claims not to receive them, however I fail to see why, if the tenant

is unwilling to mail the cheques, the tenant can't personally deliver postdated cheques to the landlord in advance to ensure that the rent is paid on time. The landlord's addresses listed on the tenancy agreement I find it hard to believe it would take any longer to drive to the landlords and drop off cheques than it would to go to the bank, if that's already taking an hour.

I am therefore unwilling to cancel the Notice to End Tenancy and this tenancy ends on July 31, 2013.

Conclusion

The tenant's application to cancel the Notice to End Tenancy is dismissed, and I order that the tenant bear the \$50.00 cost of the filing fee paid for dispute resolution.

The remaining repair claim is dismissed with leave to reapply.

I have issued an Order of Possession to the landlord 41:00 p.m. on July 31, 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 17, 2013

Residential Tenancy Branch

