



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MacDonald Commercial Real Estate Service Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This is an application filed by the Tenant to cancel a notice to end tenancy issued for cause.

Both parties attended the hearing by conference call and gave testimony. As both parties have acknowledged receipt of the notice of hearing package and the submitted documentary evidence of the other party, I am satisfied that both parties have been properly served.

At the beginning of the hearing, the Landlord stated that she wished for an order of possession to end this tenancy. As such, I find that the Landlord has made an oral request for an order of possession.

Issue(s) to be Decided

Is the Tenant entitled to an order cancelling the notice to end tenancy?

Is the Landlord entitled to an order of possession?

Background and Evidence

This Tenancy began on November 1, 2011 on a fixed term tenancy ending on August 31, 2012 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$1,025.00 payable on the 1st of each month and a security deposit of \$512.50 was paid on October 18, 2011.

The Landlord states that a 1 month notice to end tenancy issued for cause dated June 21, 2013 was served upon the Tenant. The notice states an effective date of July 31, 2013. The reason listed on the notice for cause is, "Tenant is repeatedly late paying rent." The Landlord has submitted a copies of letters dated May 7, 2013 and June 10,

2013 which states that the Tenant was late paying rent and was in arrears and warned the Tenant that “payment of rent on the first day of each month is a material term of the Residential Tenancy Agreement.” The Landlord has also submitted copies 10 day notices to end tenancy for unpaid rent for January 2013, March 2013, May 2013 and June 2013.

Both parties agreed that the Tenant was the Tenant of record for the rental unit. The Tenant stated in his direct testimony that his portion of the rent was always paid on time, but that his roommates have been repeatedly late paying rent. The Tenant stated that none of these details were every communicated to the Landlord.

Analysis

Both parties have agreed that the Landlord served the Tenant with a 1 month notice to end tenancy for cause dated June 21, 2013.

I accept the undisputed evidence of the Landlord and find that the Tenant has been repeatedly late paying rent. The Tenant has admitted as such in his direct testimony and is supported by the documentary evidence submitted by the Landlord. The Tenant’s Application to cancel the notice to end tenancy is dismissed. The Landlord has established reasons for the 1 month notice to end tenancy issued for cause of repeated late rent payments. The Landlord is granted an order of possession. The Tenant must be served with the order. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Conclusion

The Tenant’s Application to cancel the notice to end tenancy is dismissed.
The Landlord is granted an order of possession.

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: August 01, 2013

