



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Franco Villa Apartments  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC MNDC ERP RP RPP LAT FF

### Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for cause, as well as for monetary compensation, repairs, emergency repairs, return of personal property and an order authorizing the tenant to change the locks of the rental unit. The tenant, the landlord and an agent for the landlord participated in the teleconference hearing.

At the outset of the hearing, I determined that the issue of the notice to end tenancy took precedence, and only heard evidence on that issue. I will address the remainder of the tenant's application in the conclusion of my decision.

The landlord confirmed that they had received the tenant's application and evidence. The tenant stated that he did not receive the landlord's evidence. The landlord stated that they served their evidence on the tenant by registered mail on August 28, 2013. The Canada Post website shows that two notices for pick up were sent to the tenant, but the package had not yet been picked up. I find that the landlord served the evidence in compliance with the Act, and the tenant was deemed served with the landlord's evidence on September 2, 2013. I described the landlord's evidence to the tenant and informed both parties that I would only be considering the evidence relevant to the notice to end tenancy for cause.

I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issue(s) to be Decided

Is the notice to end tenancy for cause valid?

### Background and Evidence

On July 24, 2004, the landlord served the tenant a one-month notice to end tenancy for cause. The notice indicated two reasons for ending the tenancy: (1) the tenant was repeatedly late paying rent; and (2) the tenant has failed to comply with a material term of the tenancy agreement, and has not corrected the situation within a reasonable time after the landlord gives written notice to do so. The landlord confirmed that they did not have a copy of the tenancy agreement, and I informed the parties that I would only consider the first reason for ending the tenancy, repeated late payment of rent.

The landlord stated that monthly rent was due in advance on the last day of the previous month. The landlord submitted copies of several notices to end tenancy for unpaid rent to show that the tenant had been late with rent on four occasions in 2013, four occasions in 2012 and once in 2011. In the hearing the landlord orally requested an order of possession pursuant to the notice to end tenancy for cause.

The tenant's response was that from time to time he works out of town, and he has been late with the rent on odd occasions.

### Analysis

I find that the notice to end tenancy for cause is valid on the ground of repeated late payment of rent. The tenant has clearly been late paying his rent more than three times within a two-year period. I dismiss the tenant's application to cancel the notice to end tenancy for cause, and grant the landlord an order of possession.

### Conclusion

The tenant's application to cancel the notice to end tenancy is dismissed. As the tenancy has ended I also dismiss the portions of the tenant's application regarding repairs, emergency repairs and an order permitting the tenant to change the rental unit locks. The tenant is not entitled to recovery of the filing fee for the cost of his application.

The portions of the tenant's application for return of personal property and monetary compensation are dismissed with leave to reapply.

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. 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.

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: September 10, 2013

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Residential Tenancy Branch

