



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MNDC FF

Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy, as well as for monetary compensation. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on November 16, 2012, with monthly rent in the amount of \$1250 split into two payments of \$625, to be paid on the 15th and last day of each month. The tenant pays the rent by email transfer.

On December 9, 2013 the landlord served the tenant with a notice to end tenancy for cause. The notice indicates that the reason for ending the tenancy is that the tenant has been repeatedly late paying rent.

The landlord submitted evidence that the tenant was late paying rent on eight occasions between May 31, 2013 and November 30, 2013. On four of these occasions the landlord's evidence shows that the rent was one day late; on the four remaining occasions the rent was late by more than one day: May 31 rent was paid June 7; June 30 rent was paid July 5; August 31 rent was paid September 6; and September 30 rent was paid October 2. The landlord stated that payment by email transfer goes through right away. The landlord stated that if the notice is valid she seeks to evict the tenant on February 1, 2014.

The tenant's response to the allegation of repeated late payment of rent was that because she pays her rent by email transfer, she cannot dispute whether she was late paying the rent. The tenant acknowledged that she was late paying the rent at the end of May, but she could not recall what took place when rent was due at the end of June, August or September.

In regard to her monetary claim, the tenant stated that the landlord's real reason for issuing the notice to end tenancy for cause is that she is planning to sell the rental unit, and therefore the landlord should have served the tenant with a two-month notice to end tenancy for landlord's use. For that reason, the tenant believed she was entitled to compensation equivalent to one month's rent, in the amount of \$1250.

The landlord's response to the tenant's monetary claim was that the landlord does not intend to sell the rental unit.

Analysis

I find that the notice to end tenancy is valid. Even if I were not to consider the dates where the tenant appeared to be one day late in paying rent, there were four other occasions in a six-month period where the tenant was between two and seven days late in paying rent. The landlord requested and is entitled to an order of possession effective February 1, 2014.

The tenant is not entitled to compensation as claimed. A tenant is only entitled to compensation equivalent to one month's rent when the landlord has served the tenant with a two-month notice to end tenancy for landlord's use. Further, it is not necessary for a landlord to end a tenancy simply because they are planning to sell the unit; a tenancy continues under new ownership unless the new owner plans to occupy the rental unit.

As the tenant's application was not successful, she is not entitled to recovery of the filing fee for the cost of her application.

Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective February 1, 2014. 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: January 15, 2014

Residential Tenancy Branch