



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy for cause. The tenant, an advocate for the tenant and an agent of the landlord participated in the teleconference hearing.

At the outset of the hearing, the landlord stated that he did not receive the tenant's photographic evidence, and the tenant acknowledged that he did not serve copies of the photographs on the landlord. I therefore did not admit that evidence. The tenant confirmed that he received the landlord's evidence. Both parties were given full opportunity to give testimony and present their 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?

If so, is the landlord entitled to an order of possession?

### Background and Evidence

On March 27, 2014 the landlord served the tenant a notice to end tenancy for cause. The notice indicated that the reasons for ending the tenancy were (1) repeated late payment of rent; and (2) the tenant engaged in illegal activity that damaged the landlord's property. In the hearing the landlord confirmed that he was not alleging any illegal activity by the tenant, and I therefore did not consider the second indicated cause.

In regard to repeated late payment of rent, the landlord submitted evidence that the tenant was late paying rent in January, February, March and April 2014. The landlord

submitted rent receipts on which he indicated that the amounts paid were accepted for use and occupancy only and did not constitute reinstatement of the tenancy.

The tenant acknowledged that he was late paying rent. He stated that he had a verbal agreement with the landlord that it was okay for the tenant to pay late if he caught up later.

The landlord denied saying it was okay for the tenant to pay rent late. In the hearing the landlord orally requested an order of possession for May 31, 2014.

### Analysis

I find that the notice to end tenancy is valid on the ground of repeated late payment of rent. The tenant acknowledged that he paid rent late. I do not find it likely that the landlord made a verbal agreement for the tenant to pay the rent late, particularly given that the landlord had been issuing receipts indicating that the payments were being accepted for use and occupancy only and did not reinstate the tenancy. The tenant's application to cancel the notice is therefore dismissed.

When a tenant's application to cancel a notice to end tenancy is dismissed and the landlord orally requests an order of possession in the hearing, I am required to grant the order. Accordingly, I grant the landlord an order of possession.

### Conclusion

I grant the landlord an order of possession effective May 31, 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: May 16, 2014

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Residential Tenancy Branch