



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: CNC / OPC

### Introduction

This hearing was scheduled in response to the tenant's application for cancellation of a 1 month notice to end tenancy for cause. Both parties attended and gave affirmed testimony. During the hearing the landlord made an oral request for an order of possession in the event the tenant's application does not succeed.

### Issue(s) to be Decided

Whether either party is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

There is no written tenancy agreement for this tenancy which began in 2007. It is understood that monthly rent is due and payable in advance on the first day of each month. It appears that monthly rent is \$750.00 but that in exchange for grounds maintenance, this is reduced by \$125.00 to \$625.00. There is no documentary evidence before me concerning whether or not a security deposit was ever collected.

Pursuant to section 47 of the Act which speaks to **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy dated April 30, 2014. The notice was served by courier and the tenant acknowledged receiving it on May 01, 2014. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is May 31, 2014. The reason shown on the notice in support of its issuance is as follows:

Tenant is repeatedly late paying rent

The tenant filed an application to dispute the notice on May 09, 2014.

The landlord testified that for several months, payment of rent has been limited to deposits in the amount of either \$375.00 or \$375.08. Evidence submitted by the

landlord includes a printout of certain direct deposit information for her bank account. The landlord claims that rent payments have been made late, whereas the tenant claims that rent payments have been made early. In any event, no receipts have been issued in exchange for rent payments, and there is no documentary evidence before me that the landlord has informed the tenant, either that rent payments fall short of the full amount due, or that payments are late.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

The attention of the parties is drawn to the following particular sections of the Act:

Section 13: **Requirements for tenancy agreements**

Section 44: **How a tenancy ends**

Section 46: **Landlord's notice: non-payment of rent**

Section 47: **Landlord's notice: cause**

Based on the documentary evidence and testimony, I find that the landlord has failed to meet the burden of proving sufficient grounds for ending the tenancy on the basis that the tenant is repeatedly late paying rent. Specifically, there is no written tenancy agreement, or receipts, or formal notice from the landlord to the tenant that rent payments are inadequate or late. Accordingly, the 1 month notice to end tenancy must be set aside, and the tenancy presently continues in full force and effect.

### Conclusion

The 1 month notice to end tenancy is hereby set aside, with the effect that the tenancy continues uninterrupted.

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: June 30, 2014

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Residential Tenancy Branch

