



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MNR, FF, CNR, CNC, LAT, MNDC, OLC

### Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord. Both files were heard together.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the tenant has put on her application. For claims to be combined on an application they must related.

Not all the claims on the tenant's application are sufficiently related to the main issues to be dealt with together.

I therefore will deal with tenant's request to cancel Notices to End Tenancy and I dismiss the monetary claims with liberty to re-apply.

I will also deal with the landlord's request for an Order of Possession, and a request for a monetary order for outstanding rent. The landlord's request for outstanding utilities will be dismissed with leave to reapply, because the supporting documentation for outstanding utilities was not submitted on time for today's hearing.

## Background and Evidence

This tenancy began in September of 2013 with a monthly rent of \$1500.00 due on the 15th of each month.

In August of 2014 the landlord personally served the tenant with two notices to end the tenancy, one was a ten-day notice for outstanding rent, and the other was a one-month notice for repeated late rent payments.

I dealt first with a one-month notice for repeated late rent payments.

The landlord testified that:

- rent has been late a total of 7 times as follows:

November 2013	this was not paid until September 15, 2014
January 2014	Paid 1 day late
February 2014	Paid 1 day late
April 2014	Page 3 days late
May 2014	Unauthorized deduction
June 2014	Paid 2 days late
July 2014	Unauthorized deduction

- The tenant's have also failed to pay rent on three occasions as follows:

September 2014 rent outstanding	\$1500.00
October 2014 rent outstanding	\$1533.00
November 2014 rent outstanding	\$1533.00
Total	\$4566.00

The landlord's are therefore requesting an Order of Possession for as soon as possible and a monetary order for the outstanding rent.

The tenant testified that:

- She disputes the landlord's claim of unauthorized deductions, however she admits that rent has been paid late on three or four occasions, but only one or two days late and it was always paid in full.
- She does admit that rent has not been paid for the months of September 2014, October 2014, and November 2014.

## Analysis

Section 47(1)(b) of the Residential Tenancy Act allows the landlord and the tenancy with a one-month notice if rent is repeatedly late.

**47** (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(b) the tenant is repeatedly late paying rent;

In this case the tenant has admitted that rent has been late on three or four occasions, and therefore it's my finding that the landlord did have the right and the tenancy and therefore I will not cancel the Notice to End Tenancy and I will be issuing an Order of Possession to the landlord.

The tenant has also admitted that there is three months rent outstanding totaling \$4566.00, and therefore I also allow the landlord's request for a monetary order for that outstanding rent, and recovery of the \$50.00 filing fee, for a total of \$4616.00

Having ended this tenancy pursuant to the one-month Notice to End Tenancy, there is no need for me to make a finding on the validity of the ten-day Notice to End Tenancy.

Further since this tenancy is ending I will not make any order allowing the tenant to change the locks, restrict the landlord's right of entry, or order the landlord to comply with the Act.

### Conclusion

#### Tenant's application

The tenant's application to cancel the Notice to End Tenancy is dismissed.

The tenant's request for a monetary order is dismissed with leave to reapply.

#### Landlord's application

I have issued an Order of Possession to the landlord that is enforceable two days after service on the tenant.

I have issued a monetary order to the landlord in the amount of \$4616.00 for outstanding rent and filing fee.

The landlord's claim for outstanding utilities is dismissed with leave to reapply.

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: November 24, 2014

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Residential Tenancy Branch