



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      CNC, OLC, RP, PSF, LRE, OPT, RR, FF

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47;
2. An Order for the Landlord to comply with the Act - Section 62;
3. An Order for the Landlord to make repairs to the unit – Section 32;
4. An Order compelling the Landlord to provide services required by law – Section 65;
5. An Order suspending or setting conditions on the Landlord's right to enter the rental unit – Section 70;
6. An Order of Possession – Section 54;
7. An Order for a rent reduction – Section 65; and
8. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Is the Tenant entitled to the remaining claims for orders?

### Background and Evidence

The following is agreed facts: The tenancy started in May 2014. Rent of \$1,850 is payable monthly on the first day of each month. The Tenant paid rent late for June, July, August and September 2014. The Landlord served the Tenant with a notice to end tenancy for cause (the "Notice") in person on September 2, 2014. The reasons for the Notice are: repeated late rent

payments and extraordinary damage to the unit. The correct effective date of the Notice is October 31, 2014. The Tenant has not paid rent for October and November 2014.

The Tenant states that the Landlord agreed to receive late rent payments each time the Tenant was not able to pay the rent on the first day of the month. The Landlord states that there was never any agreement to have rent paid any other day than the first day of each month. The Landlord states that when rent was not paid the Tenant was contacted and requested to pay the rent as soon as possible. The Landlord indicates that this does not form an agreement to be paid late rents.

### Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. Based on the undisputed evidence that the Tenant paid rents later than provided for under the tenancy agreement over several months and considering that there was no written amendment to this agreement to change the due date for rent, I find that the Landlord has substantiated that the Tenant has repeatedly paid rent late and that the Notice is valid for this reason. As a result I find that the Tenant has not substantiated a cancellation of the Notice. The tenancy therefore ends. As the effective date of the Notice has passed the Tenant must move out of the unit forthwith. AS the remaining claims of the Tenant relate to an ongoing tenancy, I dismiss these claims and in effect the Tenant's application is dismissed in its entirety. I note that the Tenant remains at liberty to make a claim for compensation in relation to any losses experienced during the tenancy.

### Conclusion

The Tenant's application is dismissed.

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 05, 2014

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Residential Tenancy Branch

