



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant: CNC, MNDC, OLC, RP, FF

Landlord: OPC, FF

Introduction

This matter was convened in response to cross-applications by the parties. The landlord applied for an Order of Possession pursuant to a 1 Month Notice to End, and recover their filing fee. The tenant applied to cancel the Landlord's Notice to End and for a monetary order for loss and for repairs to the unit, as well as their filing fee.

Both matters were set for hearing at 9:30 a.m. on this date. Both parties were provided copies of their respective Notices of Hearing packages with particulars of how to participate in the conference call hearing. The applicant landlord appeared in the conference call hearing and was ready to proceed in support and defence of their application, but the applicant tenant did not attend in support and defence of theirs. The landlord acknowledged receipt of the tenant's application, and testified they personally served *their* application upon each of the tenants on December 05, 2014, including all of the evidence provided to this hearing. As a result of the above, I preliminarily **dismissed** the tenant's application without leave to reapply.

The landlord was given full opportunity to be heard, to present evidence and to make submissions in respect to their application for an Order of Possession.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The undisputed relevant evidence in this matter is that the tenancy started November 01, 2010. The landlord provided a copy of the tenancy agreement indicating a payable rent of \$780.00 due on the 1st of each month. On November 24, 2014 the landlord personally served the tenant with a 1 month Notice to End Tenancy for Cause, for the reason that the tenant is *repeatedly late paying rent*, with an effective date of December 31, 2014. The landlord provided a copy of the Notice to End dated November 24, 2014. In addition the landlord testified to, and provided into evidence, a ledger of rent payments by the tenant for the prior 2 years. The landlord's evidence respecting the current year 2014 stipulated late payments of rent for the months of February to November 2014, inclusive. The landlord orally repeated their request on application for an Order of Possession.

Analysis

The tenant and applicant in this matter failed to appear for a scheduled Dispute Resolution hearing and as a result their application to set aside a One Month Notice to End Tenancy for Cause has been dismissed without leave to reapply.

I find that ***Residential Tenancy Policy Guideline 38*** states that 3 late payments of rent are sufficient to justify a Notice to End the tenancy for late payments of rent. In this matter, I find that the undisputed evidence of the landlord indicates that the tenant has been late in their payment of rent 10 months in the current year. As a result, I find the landlord's evidence sufficiently supports their Notice to End and application for an Order of Possession. In addition, it must be noted that Section 55 of the *Act* provides that if a tenant's application to dispute Notice to End Tenancy is dismissed, and the landlord makes an oral request for an Order of Possession, then the Director *must* give an Order of Possession of the rental unit to the landlord. As the landlord has met the test in respect to their application the landlord is entitled to an Order of Possession effective **December 31, 2014** – the effective date of the Notice to End in this matter. The landlord is further entitled to recover their filing fee of \$50.00.

Conclusion

The tenant's application disputing a One Month Notice to End Tenancy with an effective date of January 31, 2014 has been **dismissed** without leave to re-apply.

The landlord's application is allowed. **I grant** the landlord an Order of Possession **effective December 31, 2014**. If necessary, this Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

I Order that the landlord may retain **\$50.00** from the tenant's security deposit in satisfaction of their filing fee.

This Decision and order is final and binding on both parties.

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: December 15, 2014

Residential Tenancy Branch

