



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This is an application to cancel a Notice to End Tenancy that was given for cause.

Some documentary evidence and written arguments have 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

The issue is whether or not to uphold or cancel a Notice to End Tenancy that was given for cause.

### Background and Evidence

This tenancy began on April 1, 2014 with a monthly rent of \$900.00 payable on the first of each month.

The landlord testified that this Notice to End Tenancy has been given because the rent is late every single month, usually being paid anywhere between the 5th and the 10th of the month.

The tenant testified that she has always made arrangements with the landlord to pay the rent and they agree on the date on which it would be paid. Two thirds of the rent is

always available by the 1st of the month, and the remainder of the rent is always available by cheque by the 5th of the month.

The only reason the rent is usually paid on the 5th of the month is so that the full amount to be paid to the landlord at once.

### Analysis

Section 26 of the Residential Tenancy Act states that rent must be paid on the date it is due under the tenancy agreement. In this case this means that the full rent must be paid or be available to be paid on the first of every month.

Secondly, Section 47 of the Residential Tenancy Act states that the landlord may end a tenancy, by serving the tenant with a Notice to End Tenancy, if the rent is repeatedly late.

In this case the tenant has admitted that only two thirds of the rent is available to be paid on the first of every month, and the remaining one third is not. Therefore it's my finding that the rent is repeatedly late as it is not fully available on the first of every month, and I will not be canceling this Notice to End Tenancy.

### Conclusion

The tenant's application to cancel the Notice to End Tenancy is dismissed without leave to reapply, and, at the request of the landlord, I have issued an Order of Possession that is enforceable two days after service on the tenant.

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: February 26, 2015

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Residential Tenancy Branch

