



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the male tenant and the female landlord.

During the hearing the landlord did not request an order of possession should the tenant be unsuccessful in his Application for Dispute Resolution.

### Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Section 47 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The tenants submitted the following documents into evidence:

- A copy of a tenancy agreement signed by the parties on December 19, 2014 for a month to month tenancy beginning on December 19, 2014 for the monthly rent of \$1,000.00 due on the 31<sup>st</sup> of each month with a security deposit of \$500.00 paid; and
- A copy of a 1 Month Notice to End Tenancy for Cause issued on February 13, 2015 with an effective vacancy date of March 31, 2015 citing the tenant is repeatedly late paying rent.

The landlord testified that the tenants did not pay January 2015 rent when it was due on December 31, 2014 but rather paid \$900.00 on January 3, 2015 and the balance of \$100.00 on January 16, 2015. The landlord also testified the tenants paid a portion of February rent on February 3, 2015 and the balance for February and all of March rent by February 27, 2015.

### Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if the tenant is repeatedly late paying rent. Residential Tenancy Policy Guideline #38 states that three late payments are the minimum number sufficient to justify a notice under these provisions.

As the landlord has provided only two instances of when the tenants paid rent late I find the landlord has failed to establish the minimum number of late payments of 3 to warrant ending the tenancy for repeated late payment of rent.

### Conclusion

Based on the above, I grant the tenant's Application to cancel the 1 Month Notice to End Tenancy for Cause issued on February 13, 2015 and find the tenancy remains in full force and effect.

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: March 19, 2015

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Residential Tenancy Branch

