



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC FF

Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy for cause. The tenant, the landlord and counsel for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the notice to end tenancy valid?

If so, is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began on November 1, 2014, with monthly rent of \$850 due in advance on the first day of each month.

On March 12, 2015 the landlord served the tenant with a notice to end tenancy for cause. The notice indicated three reasons for ending the tenancy:

- 1) the tenant is repeatedly late paying rent;
- 2) the tenant or persons allowed on the rental property by the tenant have unreasonably disturbed or significantly interfered with the landlord; and
- 3) the tenant has breached a material term of the tenancy agreement and failed to correct it after written notice to do so.

The landlord stated that the tenant was late paying rent in January, February and March 2015. The tenant replied that he remembered two times that he was late paying rent, but at the outset of the tenancy he told the landlord he would be late with rent a couple of times and she verbally agreed with it. The landlord stated that she had no agreement with the tenant that he could pay rent late.

In the hearing the landlord stated that she wanted the tenant out of the rental unit immediately, and she confirmed that she was requesting an order of possession.

Analysis

I find that the notice to end tenancy is valid on the ground that the tenant was repeatedly late paying rent three times within the last four months. As I determined the notice was valid on this ground it was not necessary for me to consider the other two alleged causes for ending the tenancy.

I dismiss the tenant's application, and grant the landlord an order of possession effective April 30, 2015.

As the tenant's application was not successful, he is not entitled to recovery of the filing fee for the cost of his application.

Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective April 30, 2015. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: April 27, 2015

