



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC OPC

### **Introduction:**

This was an application by the tenant to cancel a Notice to End the Tenancy for the cause of repeated late payment of rent; it is dated March 19, 2015 to be effective April 29, 2015. The effective date on the Notice is automatically corrected to April 30, 2015 pursuant to section 53 of the *Residential Tenancy Act* (the Act) as a one month Notice to End Tenancy for cause must give a full month's notice and according to section 47(2) (b) end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement. Both parties were present at the hearing.

### **SERVICE:**

I find that the Notice to End a Residential Tenancy was served personally and the Application for Dispute Resolution by registered mail.

**Issues:** Is the tenant entitled to any relief?

### **Background and Evidence:**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. It is undisputed that the original tenancy began in the fall of 2000, the current rent is \$600 a month and there is no security deposit. The landlord said he served the Notice to End Tenancy because of the current amount of rent owed. He provided no rent ledgers, receipts or other evidence to show amounts owed. However, the tenant agreed that he had made his last payment towards rent in December 2014.

The landlord said he did not want an Order of Possession if the tenant was unsuccessful in setting aside this Notice. He hopes to work things out with the tenant by the end of this month.

### **Analysis:**

The Notice to End a Residential Tenancy is based on cause pursuant to section 47 of the Act. The Residential Tenancy Act permits a tenant to apply to have the Notice set aside where the tenant disputes that rent is owed or where the amount of rent that is unpaid is an amount the tenant is permitted under this Act to deduct from the rent. Although the tenant disputed the Notice in time, he admitted that he has not made a

rental payment since December 2014. There was some dispute regarding the amount owed and I advised the landlord that if he wants to obtain a monetary order, he must file an Application and provide proof

Based on the evidence, I find the tenant has been late in paying rent for at least 5 months, that is January to May 2015. I therefore dismiss his application to cancel the Notice to End the Tenancy for repeated late payment of rent. Section 55(1)(a) provides that the arbitrator must grant an order of possession of the rental unit if the landlord makes an oral request for an order of possession at a hearing where an arbitrator has dismissed the tenant's application pursuant to section 46 and has upheld the Notice. The landlord stated he does not want an Order for Possession at this time.

**Conclusion:**

I dismiss the tenant's application. No filing fee is involved.

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: May 14, 2015

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Residential Tenancy Branch

