



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

The applicant failed to appear at the scheduled time for the hearing. A representative of the respondent was present and ready to proceed. The telephone line conference line remained open and the phone system was monitored for ten minutes. The applicant failed to appear. I then proceeded with the hearing. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the one month Notice to End Tenancy was personally served on the Tenant on April 8, 2015.

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated April 8, 2015?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The tenancy began in January 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$1380 per month payable in advance on the first day of each month.

The landlord testified the tenant has paid the rent late on more than three occasions including the following:

- The rent for August 2014 was paid on August 19, 2014;
- The rent for September was paid on September 16, 2014;
- The rent for January 2015 was paid on January 6, 2015
- The rent for April 2015 was paid on April 8, 2015.

Grounds for Termination:

The Notice to End Tenancy relies on section 47(1)(b) of the Residential Tenancy Act.

That section provides as follows:

Landlord's notice: cause

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

...

(b) the tenant is repeatedly late paying rent;

Policy Guideline #38 provides that 3 late payments is sufficient to amount to a "repeatedly late paying rent."

Analysis:

The tenant failed to attend the hearing. The landlord was present and ready to proceed. As a result I ordered that that application of the tenant to cancel the one month Notice to End Tenancy be dismissed without liberty to re-apply.

Order for Possession:

The Residential Tenancy Act provides that where a landlord has made an oral request for an Order for Possession at a hearing where a dispute resolution officer has dismissed a tenant's application to set aside a Notice to End Tenancy, the dispute resolution officer must grant an Order for Possession. The landlord made this request at the hearing. The rent has been paid for June 2015. As a result I granted the landlord an Order for Possession effective June 30, 2015..

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: June 10, 2015

---

Residential Tenancy Branch

