



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for cause.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on or about May 25, 2015. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?

Background and Evidence

This tenancy started approximately 4 years ago when the Tenant took over the tenancy from his roommate. The tenancy is a verbal month to month tenancy. Rent is \$1,097.00 per month payable in advance of the 1st day of each month. The previous tenant paid a security deposit of \$350.00 and transferred that deposit to the Tenant.

The Landlord said he served the Tenant with a 1 Month Notice to End Tenancy for cause dated May 15, 2015. The reasons on the Notice to End Tenancy are repeatedly late with the rent payment and significantly interfering with or unreasonable disturbing other tenants or the landlord. To support the Landlord’s claim of repeatedly late rent payments the Landlord submitted nine 10 Day Notice to End Tenancy for Unpaid Rent dated over the last year.

The Tenant said he agrees that he has paid the rent late on many occasions. The Tenant said he does not dispute the Landlord’s claim that the rent has been paid late on at least 9 occasions over the last 12 months. The Tenant continued to say he is

disputing the second reason that he has interfered with or disturbed other tenants in the complex. The Tenant said the other tenants are wrongfully trying to get him evicted.

The parties were told the Landlord is only required to prove one reason on the Notice to End Tenancy for cause to be successful in ending a tenancy for cause. As both parties agree the rent was late on at least 9 months of the last 12 months and the Landlord submitted documentation to support that the rent payments were late on 9 occasions the Landlord has established grounds to end the tenancy.

Analysis

Section 26(1) says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Policy guideline 38 says that three late payments are enough to justify a Notice to End Tenancy for cause.

The Tenant does not have the right to withhold all or a portion of the rent from the Landlord when it is due therefore; I find the Tenant has been repeatedly late with the rent payments. The Tenant has not established grounds or reasons to be granted an order to cancel the Notice to End Tenancy. The Landlord's 1 Month Notice to End Tenancy for cause dated May 15, 2015 stands in full effect. The Landlord is at leave to end the tenancy and apply for an Order of Possession if the Landlord requires it.

Conclusion

The Tenant's application to cancel the Notice to End Tenancy for cause is dismissed without leave to reapply.

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: July 13, 2015

Residential Tenancy Branch

