



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF

Introduction

This is an application brought by the tenant(s) requesting an order canceling a Notice to End Tenancy that was given for repeated late rent.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not to cancel or uphold a Notice to End Tenancy that was given for repeated late rent.

Background and Evidence

This tenancy began on October 1, 2012 with a monthly rent of \$1200.00 due on the first of each month.

On May 29, 2015 the tenants were personally served with a one-month Notice to End Tenancy with the reason given as “tenant is repeatedly late paying rent”

The landlord testified that the rent has been late eight out of the past 17 months, including all four months of February 2015 through May 2015.

The tenants stated that they don't dispute that the rent was late for the months of February 2015 through May 2015, however they argue that it was only a portion of the rent that was late, and that it was only one day late, and therefore they feel that this Notice to End Tenancy should be canceled.

Analysis

Section 47(1)(b) of the Residential Tenancy Act states:

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;

In this case the tenants have admitted that the rent has been late on at least four occasions, and although they argue that it was only a portion of the rent and only one day late, section 26 of the Residential Tenancy Act states:

26 (1) 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.

Therefore the tenants were required to pay the full amount of rent on the first of each month and failure to do so on four occasions does mean that the tenants were repeatedly late paying the rent, and the landlord does have the right to end this tenancy.

I therefore will not cancel the 1 month Notice to End Tenancy dated May 29, 2015.

Conclusion

This application to cancel the Notice to End Tenancy is dismissed without leave to reapply.

I also dismiss the request for recovery of the filing fee.

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 20, 2015

Residential Tenancy Branch

