



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BONI HOLDINGS 1982 LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause ("the 1 Month Notice") pursuant to section 47. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. The tenant confirmed receipt of the 1 Month Notice to End Tenancy and the landlord confirmed receipt of the tenant's Application for Dispute Resolution package with Notice of hearing.

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled?
If not, is the landlord entitled to an Order of Possession?

Background and Evidence

This tenancy began on July 1, 1999 as a month to month tenancy. The current rental amount is \$701.00 payable on the first of each month. The landlord testified that he continues to hold a security deposit in the amount of \$275.00 paid at the start of this tenancy. The landlord's property manager testified that he personally served the tenant with a 1 Month Notice to End Tenancy on the grounds that he is repeatedly late paying rent. The tenant applied for dispute resolution to cancel that 1 Month Notice.

The tenant testified that, in May 2015, he lost his regular job. He acknowledged that he has not paid rent in full since April 2015 and that he has rental arrears for the past several months' rent. The tenant testified that, as of the date of this hearing, he has a new job and can afford to pay rental arrears to the landlord. However, the landlord sought an Order of Possession in the event that the tenant was unsuccessful in this application to cancel the notice to end tenancy.

The landlord's property manager testified that the tenant did not pay rent in full in May 2015 and that he did not ultimately pay rent for June or July 2015. The landlord issued a 1 Month Notice to End Tenancy with an effective date of July 31, 2015. Both parties agree that, as of the date of this hearing, the tenant has not paid any of the rental arrears accrued over the past 4 months. The landlord's property manager testified that, beyond the issue of late or unpaid rent, there were no other issues with this particular tenant.

Analysis

The tenant failed to pay the July rent or any outstanding rental arrears within ten days of receiving the 1 Month Notice. The tenant made an application pursuant to section 47(4) of the *Act* within ten days of receiving the 1 Month Notice. However, he has conceded the landlord's evidence that the tenant has been repeatedly late or failed to pay rent over more than 3 recent rental periods. In this case, this required the tenant to vacate the premises by July 31, 2015. As that has not occurred, I find that the landlord is entitled to an Order of Possession dated September 30, 2015.

The landlord testified that he continues to hold a security deposit of \$275.00 plus any interest from July 1, 1999 to the date of this decision for this tenancy. The landlord is instructed to address that security deposit in accordance with the *Act* at the end of this tenancy.

Conclusion

I grant the landlord an Order of Possession dated September 30, 2015. If the tenant does not vacate the rental unit by September 30, 2015 at one o'clock in the afternoon, the landlord may enforce this Order in the Supreme Court of British Columbia.

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: September 02, 2015

Residential Tenancy Branch