



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MNDC

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To cancel a Notice for Cause for persistent late payment of rent;
- b) Compensation or a rent rebate for repairs done to the landlord's trailer.

Service:

The landlord served the one month Notice to End Tenancy by taping it on the door. It was dated June 29, 2015 to be effective July 29, 2015. The effective date on the Notice is automatically corrected to July 31, 2015 pursuant to section 53 of the Residential Tenancy 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. The tenant /applicant gave evidence that they personally served the Application for Dispute Resolution and the landlord agreed they received it. I find the documents were legally served for the purposes of this hearing.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that there is good cause to end the tenancy for repeated late payment of rent or is the tenant entitled to any relief?

Has the tenant proved on the balance of probabilities that they are entitled to compensation for trailer repairs?

Background and Evidence

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced September 15, 2014, rent is \$700 a month and there is no security deposit. The landlord said the tenants were repeatedly late in paying their rent and in fact, they had only paid it once on time in August when she was leaving to go to school in another province. She provided copies of her bank statements to illustrate the repeated late payments.

The tenant said his receipts were dated on the 1st and 15th of every month to show the rent was paid when due and he provided them in evidence. The landlord said she had preprinted the receipts so her relatives in town could give them to the tenant after he deposited the rent money in her bank account. The tenant deposits the rent money directly into her account. However, she said the rent was always deposited late as shown in the dates in her bank statements.

The tenant then contended that he had done repairs to the trailer which should have been deducted from rent. The landlord said they had been paid for the repairs. In his written submission, the tenant contended he was only paid minimum wage and the landlord took \$250 off June rent and they paid the other \$50 owing for June to put a stop to the ten day Notice that was issued then. He states there are extensive repairs needed and the landlord does not want to do them.

Included with the evidence are two Notices to End Tenancy, the landlord's summary of ten late rent payments and bank statements to support it, rent receipts dated the 1st and 15th of each month and an invoice from the tenant for \$500 for labour for repairing the skirting on the trailer to be applied to June's rent.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

Analysis:

The Notice to End Tenancy is based on the cause of repeated late payment of rent pursuant to section 47 of the Act. The onus of proof on a balance of probabilities is on the landlord to prove the tenant has been repeatedly late in paying rent. I find the landlord has satisfied the onus as her bank statements showing direct rent deposits from the tenant support her statements that the tenants have paid rent late almost every month since their tenancy commenced. Although the tenant contended the trailer was in disrepair and he had not been compensated sufficiently for his time, I find the period of compensation disputed was in May and June 2015 and the rent had been late since September 2014. I also find that section 26 of the Act requires a tenant to pay rent when due whether or not the landlord is fulfilling their obligations under the Act.

I therefore dismiss the tenants' application to cancel the Notice to End the Tenancy. 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 47 and has upheld the Notice. The landlord has made this request at the hearing. As a result I grant the landlord an Order for Possession effective September 30, 2015 as agreed by the parties in the hearing.

In respect to the tenant's request for compensation for repairs, I find the landlord allowed \$250 to be deducted from rent for June towards the work done by the tenant. The tenant contends that this was minimum wage and not sufficient compensation. I find the tenant was paid and I have no jurisdiction to decide wages or amounts for contracts for labour. I dismiss this portion of his claim.

Conclusion:

I find the landlord entitled to an Order of Possession effective September 30, 2015. This may be enforced through the Supreme Court of British Columbia.

I dismiss the tenant's application; no filing fee was 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: September 10, 2015

Residential Tenancy Branch

