



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, FF

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on September 03, 2015 the Application for Dispute Resolution, the Notice of Hearing, and the six pages of evidence he submitted to the Residential Tenancy Branch were personally served to the Landlord on September 03, 2015. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Landlord did not appear at the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

The Tenant stated that this tenancy began on May 01, 2015 and that on August 27, 2015 he received a One Month Notice to End Tenancy for Cause that declared he must vacate the rental unit by September 30, 2015. The Notice to End Tenancy, which was submitted in evidence, declares that the Landlord is ending the tenancy because the Tenant has been repeatedly late paying rent.

The Tenant stated that he rent is due on the first day of each month and he has only been late paying rent on one occasion.

Analysis

Section 47 of the *Act* authorizes a landlord to end a tenancy for a variety of reasons, including when a tenant repeatedly pays the rent late. On the basis of the testimony of

the Tenant and in the absence of evidence to the contrary, I find that the Landlord has failed to establish that the Tenant has been late paying his rent on more than one occasion. I therefore find that the Landlord has not established grounds for ending the tenancy because the Tenant is repeatedly late paying rent.

As the Landlord has failed to establish that she has the right to end this tenancy, I grant the Tenant's application to set aside the One Month Notice to End Tenancy that is the subject of these proceedings.

The Tenant's Application for Dispute Resolution has merit and I therefore find he is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The One Month Notice to End Tenancy that is the subject of these proceedings has been set aside. This tenancy shall continue until it is ended in accordance with the *Act*.

I authorize the Tenant to deduct \$50.00 from one rent payment, as compensation for the filing fee he paid for this Application for Dispute Resolution.

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: November 04, 2015

Residential Tenancy Branch

