



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DENNISON PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

The tenants apply to cancel a one month Notice to End Tenancy dated October 19, 2015, given alleging that the tenants had been repeatedly late paying rent.

Repeated late payment of rent is an authorized ground for ending a tenancy under s. 47 of the *Residential Tenancy Act* (the “RTA”).

All parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties or already possessed by them was admitted as evidence during the hearing.

### Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the tenants have been repeatedly late paying rent.

### Background and Evidence

The rental unit is a three bedroom unit in a fourplex structure. The tenancy started in April 2012. The current landlord is the respondent Mr. B., who acquired the property in May 2015. The corporate respondent is his property manager.

The current monthly rent is \$1225.00, though the landlord has issued a notice of rent increase effective January 1, 2016. The landlord holds a \$615.50 security deposit.

The facts are not in dispute.

The tenants asked the landlord not to cash the post dated rent cheque for August 2015 until August 6<sup>th</sup>. The landlord agreed and waited until the 6<sup>th</sup> to negotiate the cheque.

Again in September, the tenants asked that their post dated rent cheque not be cashed until September 4. Again, the landlord agreed.

In October the tenants neglected the fact that the landlord had no more post dated rent cheques in his possession. The rent was not paid until October 19<sup>th</sup>, this time, without the landlord's consent.

### Analysis

Residential Tenancy Policy Guideline 38, "Repeated Late Payment of Rent" provides that three late payments are the minimum number sufficient to justify a notice under s. 47 of the *RTA*.

A landlord cannot accede to the alteration of a rent payment date and then rely on it as justifying the eviction of a tenant.

It should be noted that the landlord agreed to receive rent later than the contractual rent date only grudgingly. His property manager made it clear in correspondence that the tenants were expected to pay rent on time. Nevertheless, the landlord agreed to alter the rent payment date and cashed the tenants' rent cheques later, as requested.

By acceding to the tenants' request to pay rent in August and September on a date different from the contractual rent date, the landlord has waived any right it might have to use such an incident as grounds for eviction.

### Conclusion

The tenants have not been shown to be repeatedly late paying rent. Their application is allowed. The Notice to End Tenancy is cancelled.

As the tenants have been successful, they are entitled to recover the \$50.00 filing fee for this application. I authorize them to reduce their rent coming due February 1, 2016 by \$50.00 in full satisfaction of the fee.

This decision was rendered orally and 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: December 30, 2015

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Residential Tenancy Branch

