



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 635459 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenants' application to cancel a notice to end tenancy for cause. The tenants, an advocate for the tenants and an agent of the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the notice to end tenancy dated January 14, 2016 valid?

Background and Evidence

The tenancy began in March 2014. Rent in the amount of \$625.00 is payable in advance on the first day of each month.

On January 20, 2016 the tenants received from the landlord a notice to end tenancy for cause. The notice indicated three reasons for ending the tenancy, one of which was repeated late payment of rent.

The landlord presented evidence that the tenants were late paying their rent in September, November and December 2015, as well as in July and August 2014. The tenants stated that in February 2015 they informed the property managers that they

were experiencing financial difficulties due to their daughter's health condition, and they may not be able to pay the rent on time every month. The tenants stated that the property managers said that would be okay, just to let them know ahead of time.

Analysis

I find that the notice to end tenancy dated January 14, 2016 is valid on the basis of repeated late payment of rent. The landlord's verbal permission for the tenants to pay rent late does not alter the material term of the tenancy agreement requiring the tenants to pay rent on the first day of each month. Any change to a material term must be in writing. Because I find the notice valid on this ground, it was not necessary for me to consider the other alleged causes to end the tenancy. I therefore uphold the notice to end tenancy and dismiss the tenants' application. The tenancy ended on February 29, 2016, the effective date of the notice. The tenants stated that they paid rent for March 2016, and the landlord stated that any payment was accepted for use and occupancy only.

I am satisfied that the notice to end tenancy for cause dated January 14, 2016 meets the requirements regarding form and content as set out in section 52 of the Act.

Under section 55 of the Act, when a tenant's application to cancel a notice to end tenancy is dismissed and I am satisfied that the notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the order of possession. Accordingly, I grant the landlord an order of possession effective March 31, 2016.

Conclusion

The tenants' application is dismissed.

I grant the landlord an order of possession effective March 31, 2016. The tenants must be served with the order of possession. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: March 9, 2016

Residential Tenancy Branch