



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RIVERWALK VILLAS INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the "Act"), to cancel 1 Month Notice to End Tenancy for Cause, (the "Notice") issued on February 25, 2016.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issue to be Decided

Should the Notice issued on February 25, 2016, be cancelled?

Background and Evidence

The tenancy began on June 1, 2015. Rent in the amount of \$675.00 was payable on the first of each month. The tenant paid a security deposit and a pet deposit in the total the amount of \$675.00.

The parties agreed that the Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on March 31, 2016.

The reason stated in the Notice was that the tenant has:

- Repeatedly late paying rent;
- significantly interfered with or unreasonably disturbed another occupant or the landlord;
- seriously jeopardized the health and safety or lawful right of another occupant or the landlord;
- The tenant has engaged in illegal activity this has or is likely to
 - Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;
 - Jeopardized a lawful right or interest of another occupant or the landlord.

The landlord's agent testified that the tenant's rent is due on or before the first of the month. The landlord stated that they have no issues if a tenant pays rent in multiple advance payments as long as the entire rent is paid when due under the tenancy agreement.

The landlord's agent testified that the tenant has been late every month since they purchased the property in October 2015. The landlord stated that they have served the tenant with three notices to end tenancy for non-payment of rent and have spoken to the tenant on multiple occasions; however, the tenant refuses to comply with their tenancy agreement. Filed in evidence are copies of the notices. Filed in evidence is a copy of the rent ledger. Filed in evidence is a copy of the tenancy agreement.

The tenant testified that they had an agreement with the original landlord that they could pay rent in bi-weekly payments and they have always paid the late fees.

The landlord's agent argued that the previous landlord had also served the tenant with notices to end tenancy for non-payment of rent. Filed in evidence is a copy of a notice.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

How to end a tenancy is defined in Part 4 of the Act. Section 47(1) of the Act a landlord may end a tenancy by giving notice to end the tenancy.

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlord has provided sufficient evidence to show that the tenant has:

- Repeatedly late paying rent;

The tenancy agreement states rent is due on the first of each month. The evidence support that the tenant did not have the landlords permission to alter the terms of rent payments, as they have been provided with at least four notices to end tenancy for non-payment of rent, which also included one notice from the prior landlord.

Further, the rent ledger confirms the tenant has not paid rent on time since October 2015, and even after receiving the Notice continues not to pay rent on time, as rent for April 2016, has not been paid in full as of today's date. I find the evidence support that the tenant is late repeatedly paying rent. I find the Notice issued on February 25 2016, has been proven by the landlord and is valid and enforceable.

As I have found the tenancy will end based on repeatedly late payments of rent, I find it not necessary to consider the other reasons stated in the Notice.

Therefore, I dismiss the tenant's application to the cancel Notice issued on February 25, 2016.

As the tenancy legally ended on March 31, 2016, I find the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The tenant's application to cancel the Notice, issued on February 25, 2016 is dismissed.

The landlord is granted an order of possession.

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: April 14, 2016

Residential Tenancy Branch