



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

The tenant applies to cancel a one month Notice to End Tenancy dated and served February 28, 2016. The Notice alleges that the tenant has been repeatedly late paying rent.

Both 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 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 tenant has been repeatedly late paying rent?

### Background and Evidence

The rental unit is a two bedroom townhouse. The tenancy started in 2011 pursuant to a written tenancy agreement not submitted during the hearing.

The tenancy is now a month to month tenancy at a rent of \$850.00, due on the first of each month. The landlord holds a \$425.00 security deposit.

The landlord Ms. M.M. testifies that the tenant has been late paying rent for each month since March 2015.

The tenant does not dispute his late record.

He says that he is a good tenant otherwise and that his work circumstances have changed so that he is now better able to pay his rent on the first of each month.

The landlord declined the proposal of continuing the tenancy based on the tenant's assurances.

### Analysis

The fact is undisputed that the tenant has been late paying his rent each month from March 2015 to February 2016 (facts such as further late payments arising after the February 28, 2016 date of the Notice are not relevant to the validity of that Notice).

Residential Tenancy Policy Guideline 38 "Repeated Late Payment of Rent" specifies that three late payments are sufficient to establish repeated late payment of rent.

I find that the tenant has been repeatedly late paying his rent within the meaning of s. 47(1)(b) of the *Residential Tenancy Act* (the "RTA"). The Notice to End Tenancy was a justified Notice and the tenant's application to cancel it must be dismissed.

As a result of the Notice, this tenancy ended on March 31, 2016

Section 55 of the *RTA* requires that in these circumstances the landlord be granted an order of possession. The tenant has paid occupation rent for April and so I grant the landlord an order of possession for April 30, 2016.

### Conclusion

The tenant's application is dismissed.

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 15, 2016

---

Residential Tenancy Branch

