



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MOUNTAINVIEW APTS.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNC OPC FF

### **Introduction:**

Both parties attended the hearing and confirmed personal service of a One Month Notice to End Tenancy for cause on June 26, 2016 to be effective September 30, 2016. The landlord confirmed personal service of the tenant's Application for Dispute Resolution. The tenant applies pursuant to section 47 of the *Residential Tenancy Act* to cancel the Notice to End the Tenancy for cause dated June 26, 2016.

**Issues:** Is the tenant entitled to any relief?

### **Background and Evidence:**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The original tenancy began in 2006 and a new tenancy agreement was signed on February 1, 2016. The current rent is \$1280 and the tenant paid a security deposit of \$625 on March 29, 2006. The landlord served the Notice to End Tenancy pursuant to section 47 for the following reasons:

- a) The tenant is repeatedly late in paying rent.

The tenant said she had been late in paying rent because she broke her ankle early last year and then had a car accident. She had a reduced 'indemnity' income but now she starts work again on Monday and should no longer have problems. She would like her tenancy to continue.

The landlord said he has been instructed by the office to end the tenancy because they are spending too many hours trying to collect rent from this tenant. She was late 8 times in 2015 and 6 times in 2016 according to the rent ledger in evidence. Furthermore, the landlord said there was an addendum to her present lease which provided for payment of her arrears and stated 'If the Tenant defaults on any future rent payments, they must vacate the suite within the first 5 days at the first of the month'. He said that despite this agreement, the tenant has continued to be late in rent payments. He requests an Order of Possession effective September 30, 2016 if the tenant is unsuccessful.

**Analysis:**

The Notice to End a Residential Tenancy is based on cause pursuant to section 47 of the Act. The Residential Tenancy Act permits a tenant to apply to have the Notice set aside. Although the tenant disputed the Notice in time, I find the weight of the evidence is that the tenant has been repeatedly late in paying her rent and although she signed an agreement in February 2016, her rent continued to be late. I find the landlord has good cause to end the tenancy under section 47 of the Act. I therefore dismiss the tenant's application to cancel the Notice to End the Tenancy.

Section 55(1)(a) provides that the arbitrator must grant an order of possession of the rental unit if the landlord makes an oral request for an order of possession at a hearing where an arbitrator has dismissed the tenant's application pursuant to section 47 and has upheld the Notice. The landlord has made this request at the hearing. As a result I grant the landlord an Order for Possession.

**Conclusion:**

I dismiss the tenant's application without recovery of the filing fee. I grant the landlord an Order for Possession effective September 30, 2016. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: August 11, 2016

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Residential Tenancy Branch

