



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OPC

### Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord(s). Both files were heard together.

The tenant's application is a request to cancel a Notice to End Tenancy that was given for repeated late payment of rent, and the landlord's application is a request for an Order of Possession based on a Notice to End Tenancy for repeated late payment of rent.

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally, and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

### Issue(s) to be Decided

The issue is whether or not to cancel or uphold a Notice to End Tenancy that was given for repeated late rent payments.

### Background and Evidence

The parties agree that this tenancy began on October 1, 2015 with a monthly rent of \$650.00 due on the first of each month.

Landlords testified that the rent has been paid late on five occasions as follows:

- March 2016 rent was not paid in full until March 16, 2016
- April 2016 rent was not paid in full until May 3, 2016
- May 2016 rent was not paid in full until June 10, 2016
- June 2016 rent was not paid in full until June 4, 2016
- July 2016 rent was not paid in full until July 8, 2016.

The tenant testified that he has paid his rent late on occasion but it was due to his work circumstances.

The tenant testified that the March rent was not late, only \$50.00 of it was late.

The tenant further testified that there were only two other times that his rent was late, other than July 2016 which was only paid late because July 1, 2016 was Canada Day and the soonest date he could pay it after that was July 8, 2016,, as he was traveling.

### Analysis

The *Residential Tenancy Act* provides that a landlord may end a tenancy where the tenant is repeatedly late paying rent.

Three late payments are the minimum number sufficient to justify a notice under these provisions.

It does not matter whether the late payments were consecutive or whether one or more rent payments have been made on time between the late payments.

In this case, it is my finding that the landlord has shown that the tenants rent has been late on at least four occasions.

The tenant admits that his rent was late on two occasions, however although the tenant argues that only \$50.00 of the rent was late in March 2016, the full rent must be paid otherwise it is considered late rent.

Further, although the tenant argues that the July rent was only paid late because of Canada Day falling on the rental payment date; this is still considered late rent, especially since it was not paid until July 8, 2016.

Therefore, since the rent has been repeatedly late, I will not cancel the Notice to End Tenancy and will be issuing an Order of Possession to the landlord.

Conclusion

The tenant's application to cancel the Notice to End Tenancy is dismissed without leave to reapply.

I have allowed the landlord's request for an order of possession, and pursuant to section 55 of the Residential Tenancy Residential Tenancy Act, I have issued an Order of Possession that is enforceable two days after service on the tenant.

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: September 01, 2016

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Residential Tenancy Branch