



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: OPC CNC MNDC FF

### **Introduction:**

Both parties attended the hearing and confirmed the Notice to end Tenancy dated August 17, 2016 to be effective September 30, 2016 was served by posting it on the door and the landlord's Application for Dispute Resolution by registered mail. They confirmed the tenant's Application was served by courier and personally. I find that the parties were legally served with the documents according to sections 88 and 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) An Order of Possession pursuant to Sections 47, and 55 for cause of repeated late payment of rent;
- b) A Monetary Order for unpaid rent pursuant to sections 46 and 67; and
- c) An order to recover the filing fee pursuant to Section 72.

This hearing also dealt with an application by the tenant pursuant to the Act for orders as follows:

- d) To cancel a Notice to End Tenancy for cause

### **Issue(s) to be Decided:**

Has the landlord proved on the balance of probabilities that there is good cause to end this tenancy and obtain an Order of Possession? Has the landlord proved rent is owed and the amount and are they entitled to recover the filing fee?

Or is the tenant entitled to any relief?

### **Background and Evidence:**

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced

November 1, 2015, a security deposit of \$625 and a pet damage deposit of \$625 were paid and rent is currently \$1250 a month.

The landlord provided evidence that the tenant has been late paying rent in 7 of the 11 months she has lived there. They pointed out the pattern is continuing for even after the tenant said on her Application that her finances were straightened out, the October rent cheque was again returned NSF. They showed in their records that her rent was late even when working in February and March 2016. In June 2016, she got a new job and promised again to pay on time but July and August rent were not paid until late in August.

The tenant said she has had unfortunate circumstances; she had done an action plan to try to handle her rent. She is sorry she has been late but she has to feed her children and pay other bills. It is difficult being a single parent and this has been a rough year with her being out of work for three months.

The landlord requests an Order of Possession effective October 31, 2016 and to recover the filing fee. They said the tenant has paid all rent to October 31, 2016. The tenant said she was not going to pay the filing fee; she had paid a fee for her own application. The landlord said the manager was back next week and if the tenant wished to discuss anything, it could be done with her.

In evidence is the landlord's rent ledger, the tenancy agreement, receipts for rent stating "use and occupancy only", a copy of an NSF cheque, three 10 Day Notices to End Tenancy and the One Month Notice to End Tenancy.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

### **Analysis**

#### **Order of Possession**

I find that the landlord is entitled to an Order of Possession. It is recognized that the tenant has a heavy financial burden in being a single parent. However, the weight of the evidence is that there has been repeated late payment of rent and this is good cause to end the tenancy according to section 47 of the Act. The landlord's oral testimony is supported by the landlord's ledger which shows 7 late payments in the 11 months of the tenancy and several 10 Day Notices that were issued to the tenant. An Order of Possession is issued effective October 31, 2016 as requested by the landlord.

#### **Monetary Order**

I find that there are no rental arrears. Given the tenant's refusal to acknowledge her obligation to pay the filing fee, I authorize the landlord to deduct \$100 from the security deposit of the tenant.

The tenant applied to cancel the Notice to End Tenancy and pointed out her extreme difficulties this year. I find section 26 of the Act requires a tenant to pay rent on time regardless of circumstances and section 47 of the Act provides repeated late payment of rent is good cause to end a tenancy. I dismiss the tenant's application.

**Conclusion:**

I find the landlord is entitled to an Order of Possession effective October 31, 2016 and to recover filing fees paid for this application.

**I HEREBY ORDER that the landlord may deduct \$100 from the tenant's security deposit to recover their filing fee.**

The Application of the tenant is dismissed without recovery of the filing fee due to her lack of success.

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: October 20, 2016

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Residential Tenancy Branch