



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, O

Introduction

This is an application brought by the tenant requesting an order canceling a Notice to End Tenancy that was given for cause.

Some documentary evidence, photo evidence, and written arguments has 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.

The 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 cause.

Background and Evidence

The parties agree that this tenancy began on April 15, 2010 and that the monthly rent is presently \$1410.00, due on the first of each month.

The parties also agree that the landlord personally served the tenant with a one-month Notice to End Tenancy on September 28, 2016.

The reasons given on the Notice to End Tenancy are as follows:

- Tenant is repeatedly late paying rent.
- Tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk.
- Tenant has caused extraordinary damage to the unit/site or property/Park

I dealt first with the claim of repeated late rent payments.

The landlord testified that the tenant has been repeatedly late on the rent at least six times in the past year as follows:

January 2016
February 2016
March 2016
August 2016
September 2016
October 2016.

The landlord further testified that, with the January, February, and March dates, the tenant's former spouse failed to pay his portion of the rent on time.

The landlord further testified that, with the August, September, and October dates, it was the respondent herself who paid a portion of the rent late on each of those months.

The landlord is therefore requesting that the tenancy be ended for repeated late rent payments.

The tenant testified that she cannot dispute the fact that rent was late on the months of January 2016, February 2016, and March 2016 as her former spouse was paying a portion of the rent and he may well have paid that late.

The tenant further testified that she has always paid the rent every month, however in the months of August 2016, September 2016, and October 2016, \$200.00 of the rent was paid a couple of days late each month.

The tenant is requesting that the Notice to End Tenancy be canceled.

Analysis

Section 38 of the Residential Tenancy Policy Guideline states:

The *Residential Tenancy Act*¹ and the *Manufactured Home Park Tenancy Act*² both provide 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.

In this case the tenant has admitted that rent has been late on at least three occasions, and also states that she cannot dispute that it may have been late on three other occasions. Therefore it is my finding that the landlord did have the right to end the

tenancy for repeated late rent payments pursuant to section 47 of the Residential Tenancy Act and I will not be canceling the Notice to End Tenancy.

Having upheld the Notice to End Tenancy for repeated late rent payments there is no need for me to deal with the other reasons given on the Notice to End Tenancy.

Section 55 of the Residential Tenancy Act states:

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

(a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

In this case I have examined the Notice to End Tenancy and it is my finding that it does comply with section 52 of the Act.

Conclusion

I therefore dismiss this application without leave to re-apply, and, having determined that the landlord's notice to end tenancy complies with section 52 of the Act, I have issued an Order of Possession for 1:00 p.m. on December 31, 2016 as requested by the landlord.

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: November 24, 2016

Residential Tenancy Branch