



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the "1 Month Notice").

The tenant and landlord attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed receipt of the tenant's application for dispute resolution package. In accordance with sections 89 and 90 of the Act, I find that the landlord was duly served with the application.

### Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an order of possession?

### Background and Evidence

The parties testified that the landlord assumed this tenancy in September 2015, when the landlord purchased the property from the previous landlord. The parties agreed the tenancy started December 1, 2007 and rent in the amount of \$1,050.00 is payable on the first of each month. A security deposit of \$525.00 was remitted by the tenant at the start of the tenancy. The tenant continues to reside in the rental unit.

The tenant acknowledged receipt of the landlord's 1 Month Notice dated September 24, 2016 with an effective date of November 1, 2016. The 1 Month Notice indicates it was issued on the basis of repeatedly late payment of rent.

The landlord testified to nine instances in which the tenant did not pay rent by the first of the month prior to the issuance of the 1 Month Notice. The tenant confirmed these late payments but contended that she did not know this was a problem.

### Analysis

Under section 47 of the *Act*, a landlord may end a tenancy if the tenant is repeatedly late paying rent. The onus is on the landlord to prove the tenant was repeatedly late paying rent. Section 26 of the *Act* requires the tenant to pay rent on the date indicated in the tenancy agreement, whether or not the landlord complies with the *Act*. Based on the tenant's own admission that rent was repeatedly paid past the date indicated in the tenancy agreement, I find the landlord has met the onus and dismiss the tenant's application to cancel the 1 Month Notice.

Section 55 of the *Act* establishes that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenants' application is dismissed or the landlord's notice is upheld. Section 52 of the *Act* provides that a notice to end tenancy from a landlord must be in writing and must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

Based on the landlord's testimony and the notice before me, I find the 1 Month Notice complies in form and content. As the tenant's application has been dismissed I find that the landlord is entitled to an order of possession.

### Conclusion

The tenant's application to cancel the 1 Month Notice is dismissed. I grant an order of possession to the landlord effective two (2) 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: November 28, 2016

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Residential Tenancy Branch

