



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RAAMCO INTERNATIONAL PROPERTIES CANADA
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for an Order of Possession for cause pursuant to section 55.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlord's agent, DM, testified on behalf of the landlord in this hearing, and was given full authority by the landlord to do so.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package ("Application") and evidence. In accordance with sections 88 and 89 of the *Act*, I find that the tenant was duly served with the Applications and evidence.

The landlord's agent (the landlord) testified that he served the tenant with the 1 Month Notice on October 17, 2016 by posting it on the tenant's door. The tenant did not dispute the receipt of this notice. I find the tenant duly served with the 1 Month Notice, pursuant to section 88 of the *Act*.

Issues to be Decided

Is the landlord entitled to an Order of Possession for cause?

Background and Evidence

The landlord submitted the 1 Month Notice to End Tenancy on the grounds that the tenant had repeatedly made late rent payments. The landlord's agent, DM, testified that the tenant has been repeatedly late making his rent payments, with multiple 10 Day Notices to End Tenancy ('10 Day Notice') issued as a result. The current rental amount is \$905.00 due on the first of each month. From May through October 2016, five 10 Day Notices were issued for late payments of rent for the months of May, June, July, September, and October 2016.

The landlord entered, as part of his evidence, copies of the 10 Day Notices served to the tenant with a summary of when the tenant made his payments. The 10 Day Notices were issued on May 4th, 2016, June 6th, 2016, July 6th, 2016, September 4th, 2016, and October 5th, 2016 which resulted in the tenant paying rent on May 6, June 10, July 8, September 15, and October 11, 2016 respectively. The tenant did not dispute service or the validity of these 10 Day Notices. The landlord submitted that although the tenant did pay the rent in full each time, he was

repeatedly late in doing so, and only after the 10 Day Notices were issued. The landlord testified that the tenant did pay on time for November and December 2016, after the 1 Month Notice was issued by the landlord on October 17, 2016 for the repeated rent payments, but indicated that he was still seeking an Order of Possession as the tenant had a history of making repeated late rent payments.

The tenant is not disputing the fact that he was repeatedly late in paying his rent, but submits that he had a valid excuse. He said his roommate died 2 years ago on November 26, 2014 and he had difficulty paying the required monthly rent. Although he was late in his payments, the tenant testified that the landlord did not give him any warning, and simply accepted his late rent and the late fees. He said he did not foresee this application to evict him. He confirmed that he did pay the November and December rent on time.

The landlord's property manager testified that the tenant had a pattern of being late in his rent payments, and that the 10 Day Notices served as an adequate reminder to the tenant that he was to pay his rent on time. She submitted that it is no surprise to the tenant that the landlord is now seeking an Order of Possession for repeated late payments of rent. She also submitted that the September rent was extremely late and paid on September 15, 2016, and was not paid within 5 days of the tenant receiving the 10 day Notice.

The tenant's response to the property manager was that the office was closed on Saturday and Sunday, and that he had to return on Monday to make his September rent payment. He admitted that he was wrong, but said that he had learned his lesson.

At the hearing, the landlord requested an Order of Possession to take effect on January 31, 2017.

Analysis

Section 47 of the *Residential Tenancy Act* allows the landlord to end a tenancy for cause:

47 (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:...*

(b) the tenant is repeatedly late paying rent;...

The landlord's agent provided undisputed oral testimony and written evidence to support that the tenant has been late in paying his rent on at least three occasions. The tenant testified he was late in his rent payments as the landlord testified, but that he has now learned his lesson.

Although the tenant testified in the hearing that he will now pay his rent on time, it is undisputed that the tenant has been late with his rent payments on at least three consecutive occasions. The repeated late rent payments meet the criteria for sufficient cause to end this tenancy under section 47(1)(b) of the *Act*. Therefore, I am granting the landlord's application to end this tenancy for cause.

Conclusion

I allow the landlord's application and find that the landlord's 1 Month Notice is valid and effective as of November 30, 2016.

The landlord is provided with a formal copy of an Order of Possession for January 31, 2017, the date requested by the landlord. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This Decision is final and binding on both parties.

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: January 6, 2017

Residential Tenancy Branch