



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes cnc, opc, ff

Introduction

The tenant has applied for dispute resolution, seeking an order cancelling a one month Notice to End Tenancy given for cause. The landlord has also applied for dispute resolution, and requests an Order of Possession, as well as monetary claim.

The landlord attended the hearing, together with a representative of the strata council. The tenant was represented by an agent, who is his subtenant. The sub-tenant was also named in the tenant's application as a party, but as a sub-tenant he has no such standing.

One of the objectives of the Rules of Procedure for hearings of this nature is to ensure a consistent, efficient and just process for resolving disputes (Rule 1.3). It is not possible within this context to deal with an array of issues in one short hearing. Accordingly, the landlord's monetary claim, which is not related in fact and law to the key claim regarding the effectiveness of the notice to end this tenancy, is not dealt with in this decision, and is dismissed pursuant to Rule 2.3, with liberty to re-apply.

Issues to Be Decided

- Is the Notice to End Tenancy (the "Notice") served upon the tenant effective to end this tenancy, and entitle the landlord to an Order of Possession, or should the Notice be cancelled, and the tenancy continue?

Background and Evidence

This tenancy began December 1, 2016, with the tenant and two female co-tenants. The co-tenants moved out, and the tenant's sub-tenant moved in. He has never signed a tenancy agreement, and makes his payments to the tenant, not to the landlord. and the landlord personally served a one month Notice to End Tenancy to the tenant for a variety of reasons, including repeated late payment of rent. The tenant and his sub-tenant remain in possession, and the tenant disputes the notice.

The landlord testified that the rent was paid late in every month of the tenancy. The sub-tenant contends the reason the rent was paid late, was that the landlord did not come on time to pick it up.

Analysis

The landlord's ledger confirms that rent payments have been sporadic and insufficient throughout the tenancy. The ledger confirms the landlord's testimony that the rent has been repeated late, including in December, January and February. I find established

that there have been repeated late rental payments, and the tenant's application to have the Notice cancelled is dismissed. Given this finding, it is not necessary for a review of the further reasons for ending the tenancy.

The One Month Notice given in February is effective to end the tenancy March 31, 2017.

Conclusion

Pursuant to Section 55 of the Residential Tenancy Act, I issue an Order of Possession, effective March 31, 2017. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court for enforcement.

The landlord is entitled to an award of \$100.00 representing the recovery of his filing fee from 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: March 23, 2017

Residential Tenancy Branch