



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, O

Introduction

A hearing was convened to deal with the tenant's application pursuant to s. 47(4) of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause dated February 24, 2017 with an effective date of March 31, 2017 (the "1 Month Notice").

An agent of the landlord attended the hearing. The tenant did not attend. The landlord's agent confirmed that the landlord had received the tenant's application and notice of hearing.

Issues to be Decided

Is the tenant entitled to an order cancelling the 1 Month Notice?

If not, is the landlord entitled to an order of possession?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A month to month tenancy began in October of 2015 with a rent of \$750.00 per month due on the first of each month.

The landlord's agent testified that she served the tenant with the landlord's 1 Month Notice by posting it on the door of the rental unit on February 24, 2017. The tenant's application to dispute the 1 Month Notice indicates that he received the 1 Month Notice on this same day. The 1 Month Notice indicates that the tenant has been repeatedly late paying rent and that he has significantly interfered with another tenant or the landlord.

The landlord's agent testified that the tenant is repeatedly late paying rent and that the tenant has received 10 Day Notices for Late Payment of Rent for October, 2016 – February, 2017 inclusive and on other prior occasions. He has not paid April rent. The landlord's agent further

testified that when she assumed management of the rental unit in question she verbally cautioned the tenant that late payments would not be acceptable.

Analysis

Section 47(1)(b) of the Act provides that a landlord may end a tenancy for “cause” for repeated late payment of rent. Here the landlord has given affirmed and undisputed evidence that the tenant was late paying rent for October – February inclusive.

Although the tenant has applied to dispute the 10 Day Notice he has not attended at the hearing and has therefore not offered any reason to cancel the 10 Day Notice or any reason for me to question the landlord’s evidence. Accordingly, I uphold the 10 Day Notice and dismiss the tenant’s application to cancel it, without leave to reapply.

This tenancy therefore ended on March 31, 2017, the effective date on the 10 Day Notice. The tenant, and anyone on the premises, were required to vacate the premises by that date. As this has not occurred, I find that the landlord is entitled to a two (2) day order of possession, pursuant to section 55 of the Act. I find that the 1 Month Notice complies with the Act.

Conclusion

The tenant’s application is dismissed and the landlord’s 1 Month Notice is upheld.

As the tenant has not paid rent for this month, I grant the landlord a two (2) day order of possession. Should the tenant or anyone on the premises 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 made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*. Pursuant to s. 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: April 04, 2017

Residential Tenancy Branch