



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, ERP, LRE, RP

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”), to cancel 1 Month Notice to End Tenancy for Cause, (the “Notice”) issued on March 22, 2017, to make emergency repairs for health or safety reasons, to make repairs and to suspend or set conditions on the landlord’s right to enter the rental unit.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

### Preliminary and procedural matters

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant’s request to set aside the Notice to End. The balance of the tenant’s application is dismissed, with leave to reapply.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlords have has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

Should the Notice issued on be cancelled?

### Background and Evidence

The tenancy began in 2014. Rent in the amount of \$670.00 was payable on the first of each month. The tenant did not pay a security.

The parties agreed that the Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on April 30, 2017.

The reason stated in the Notice was that the:

- Tenant is repeatedly late paying rent; and
- Tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The landlords testified that they want to end the tenancy as the tenant is late paying rent. The landlords provided the following examples: February 2017, rent was paid on February 18, 2017; January 2017, rent was paid on January 20, 2017; October 2016, rent was paid on October 10, 2016, September 2016, rent, was paid late in the month.

The tenant does not deny that they have been late paying rent as stated.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

How to end a tenancy is defined in Part 4 of the Act. Section 47(1) of the Act a landlord may end a tenancy by giving notice to end the tenancy.

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlords have provided sufficient evidence to show that the tenant is repeatedly late paying rent.

Residential Tenancy Policy Guideline 38, states that three late payments are the minimum number sufficient to justify a notice under these provisions.

I accept the testimony of the landlords that the tenant has been late paying rent. The tenant admitted to being late on at least four occasions.

I find the Notice issued on March 22, 2017, has been proven by the landlords and is valid and enforceable. Therefore, I dismiss the tenant's application to cancel the Notice.

As the landlords have accepted occupancy prorated rent up to May 15, 2017, I find it appropriate to extend the effective vacancy date in the Notice to May 15, 2017, pursuant to section 66 of the Act. I find the tenancy legally ends in accordance with the Act, on May 15, 2017.

Since I have dismissed the tenant's application, I find that the landlords are entitled to an order of possession effective **May 15, 2017, at 1:00 P.M.**, pursuant to section 55 of the Act. This order must be served on the tenant and may be filed in the Supreme Court.

Since I found that the tenancy is legally ending in accordance with the Act, based on late payments of rent, I find it not necessary to consider the merits of the second reason stated in the Notice.

### Conclusion

The tenant's application to cancel the Notice, issued on March 22, 2017, is dismissed. The tenancy legally ends in accordance with the Act on May 15, 2017. The landlords are granted an order of possession.

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: May 09, 2017

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Residential Tenancy Branch