



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, OPC, OPL, MNR, CNL, CNC

### Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlord. Both files were heard together.

The landlord's application is a request for an Order of Possession, a request for a monetary order for \$3804.96, and a request for recovery of the \$100.00 filing fee.

The tenant's application is a request to cancel 3 notices to end tenancy.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed

### Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the landlord has put on her application. For claims to be combined on an application they must related.

Not all the claims on the landlords application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the landlords request for an Order of Possession and recovering the filing fee, and I dismiss the landlords monetary claim with liberty to re-apply.

I also dealt with the tenants request to cancel the notices to end tenancy.

The first issue I dealt with was whether to cancel or uphold the one-month notice to end tenancy.

### Background and Evidence

This tenancy began on December 15, 2015, and the present monthly rent is \$1250.00, due on the first of each month.

The landlord testified that on March 31, 2017 she served the tenant with one one-month notice to end tenancy, giving the following reasons:

- Tenant is repeatedly late paying rent.
- Tenant or person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

### Repeated Late Rent Payments

The landlord further testified that the tenant's rent has been late 12 times in 2016 and 2017, as follows:

February 2016 rent	Paid February 9, 2016
March 2016 rent	Paid March 9, 2016
May 2016 rent	Paid May 11, 2016
June 2016 rent	Paid June 8, 2016
July 2016 rent	Paid July 6, 2016
August 2016 rent	Paid August 3, 2016
September 2016 rent	Paid September 2, 2016
October 2016 rent	Paid October 3, 2016
December 2016 rent	Paid December 7, 2016
January 2017 rent	Paid January 5, 2017
February 2017 rent	Paid February 8, 2017
March 2017 rent	\$660.00 paid March 3, 2017
March 2017 rent	\$590.00 paid March 31, 2017
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The landlord therefore requests that the 1 month Notice to End Tenancy be upheld and that it Order of Possession be issued for May 31, 2017.

The tenant testified that he always pays his rent on time, in cash, to the landlord, and the landlord has just failed to deposit the rent until later in the month.

The tenant testified that the landlord never gave him receipts for the rent, and although he requested that the landlord give him banking information so he could deposit the rent directly, that information was not given until March of 2017.

In response to the tenant's testimony the landlord testified that she always deposited the rent as soon as she received it from the tenant and that is ridiculous to think that she would hold the rent for long periods of time before depositing it.

The landlord further testified that she did not get a request for banking information until March of 2017.

### Analysis

It is my decision that I do not accept the tenant's claim that he paid the rent on time and that the landlord just failed to deposit the rent.

I find it very unlikely that the landlord would take the rent and hold it for, at times, up to 11 days before depositing it, and I find it more likely that the reason that the bank statements from the landlord show that the deposits were made late, was because the rent was paid late.

It is my decision therefore that I will not cancel the one-month Notice to End Tenancy as it's my finding that the rent has been repeatedly late.

Pursuant to section 62 of the Residential Tenancy Act I dismissing the tenant's application in full, without leave to reapply, and I allow the landlord's request for an Order of Possession.

I also allow the landlord's request for recovery of the \$100.00 filing fee.

Since this tenancy is ending as a result of the one-month Notice to End Tenancy, there is no need for me to make finding on whether or not to cancel or uphold the two-month notices to end tenancy.

Conclusion

The tenant's application has been dismissed in full without leave to reapply.

I have issued an Order of Possession for 1: 00 PM on May 31, 2017.

I have also issued an Order for the tenant to pay \$100.00 to the landlord for recovery of the filing fee.

The landlord's monetary claim has been dismissed with leave to reapply.

**(Note: I also want it noted that the tenant was verbally abusive during the hearing to both myself and the landlord, using derogatory language, and name-calling.)**

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 17, 2017

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Residential Tenancy Branch