



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC OPC ERP

Introduction:

Both parties attended the hearing and gave sworn testimony. I find that the Notice to End a Residential Tenancy dated March 24, 2017 to be effective April 28, 2017 was served by express post on the Tenant on March 24, 2017. The effective date on the Notice is automatically corrected to April 30, 2017 pursuant to section 53 of the *Residential Tenancy Act* (the Act) as a one month Notice to End Tenancy for cause must give a full month's notice and according to section 47(2) (b) end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement.

The landlord admitted service of the application for dispute resolution by registered mail.

The tenant applies to cancel a Notice to End the Tenancy for cause pursuant to section 47 of the *Residential Tenancy Act* (the Act) and to recover costs for emergency repairs pursuant to section 33 of the Act.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. Both parties confirmed that the tenancy began on January 1, 2017, the rent is \$2000.00 a month and a security deposit of \$500 was paid. The tenant was to pay a further \$500 security deposit but has not done that to date.

The landlord served the Notice to End Tenancy pursuant to section 47 for the following reasons:

- a) The tenant is repeatedly late in paying rent.

The landlord provided evidence of email communications and a bank statement as evidence that the tenant was late in paying her rent for January, February and March, 2017. She paid it on January 5, February 10 and March 7, 2017. On March 7, 2017, he received two cheques which were returned NSF. He requests an Order of Possession effective as soon as possible.

The tenant said the problem was the landlord retracted his agreement to accept e-transfers. The landlord disagreed and said the tenant had many problems with e-transfers as she shares an account with her daughter who has a limit of \$1000. After a number of problems for the first two months, he suggested the tenant give him cheques and these were returned NSF in March. The tenant said her account was on hold because of fraud. She said the landlord said by email if she wanted to stay, she had to pay \$6500.

The tenant claims \$284.98 for money spent on emergency repairs. She said the sink was leaking, she tried to call the landlord about 6 times but his phone was not working so she had someone repair it. She said she forgot to put the invoice into evidence. The landlord said his phone was always working and he has tried to enter the unit to see the repair but she has barred him. She has never shown him the invoice either. He also points to an email on page 53 of the book of email evidence where the tenant says she spent \$250 on the repair to illustrate her inconsistency. He would have preferred to hire a competent plumber to ensure the work was done properly.

Analysis:

The Notice to End Tenancy is based on cause pursuant to section 47 of the Act. One cause listed in section 47 is repeated late payment of rent. I find the weight of the evidence is that the tenant has paid rent late in January, February and March 2017 and I find this is repeated late payment of rent. In fact, her cheques were returned NSF on March 9th as evidenced in the landlord's bank account in evidence. Although she cited problems with e transfers, I find the weight of the evidence is that the problems originated with her as she shared an account with her daughter who had a limit of \$1000 and they had some arrangement where they had to be linked to use this e transfer method (her explanation in the hearing). Several emails on pages 1-5 of the email book in evidence discuss the problems. I find the landlord credible and accept his evidence that he was willing to accept any method of payment but wanted his rent paid on time. His credibility is well supported by the emails and bank statement in evidence. I therefore dismiss the tenant's application to cancel the Notice to End the Tenancy. Section 55 provides that the arbitrator must grant an order of possession of the rental unit where an arbitrator has dismissed the tenant's application and has upheld the Notice. As a result I grant the landlord an Order for Possession effective two days from service.

In respect to the tenant's application for compensation for an emergency repair, I find insufficient evidence to support her claim. She provided no invoice and in fact, was inconsistent with the amount she spent in her email to the landlord. I find she also has not presented an invoice to the landlord for reimbursement as required by section 33(5) of the Act. I dismiss her claim for compensation.

Conclusion:

I dismiss the tenant's application; I note her filing fee was waived. I grant the landlord an Order for Possession effective two days from service.

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

Residential Tenancy Branch