



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF, MNR

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55; and
- a monetary order for unpaid rent pursuant to Section 67 of the *Act*;
- authorization for the recovery of the filing fee for this application pursuant to section 72.

The tenant did not attend this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package posted on the tenants door in the presence of a witness. In accordance with section 89(2)(d) the *Act*, I am satisfied that the tenant was served with the landlord's dispute resolution hearing package. The hearing proceeded and completed on that basis.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession pursuant to a One Month Notice to End Tenancy for Cause?

Is the landlord entitled to a monetary order for unpaid rent or losses as a result of this tenancy?

Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The tenancy began on or about October 1, 2016. Rent in the amount of \$1750.00 is payable in advance on the first day of each month. At the outset of the tenancy the tenant paid an \$875.00 security deposit and \$875.00 pet deposit. The landlord issued a One Month Notice to End Tenancy on the basis that the tenant has been repeatedly late in paying the rent. The landlord testified that the tenant has been late in paying the rent

4 out of the past 6 months but advised that as of today's date all rent has been paid and no longer seeks that loss of rent portion of her application.

Analysis

When a landlord issues a notice under section 47 of the Act they must provide sufficient evidence to justify the issuance of that notice. Residential Tenancy Policy Guideline 38 addresses the matter before me as follows:

Three late payments are the minimum number sufficient to justify a notice under these provisions.

It does not matter whether the late payments were consecutive or whether one or more rent payments have been made on time between the late payments.

The landlord has provided documentation to show that the tenant has been late in paying her rent 4 out of the last 6 months. Based on the documentation before me and in the absence of any disputing evidence, I find that the landlord is entitled to an order of possession. The form and content of the Notice is in accordance with the Act. The One Month Notice to End Tenancy for Cause dated March 15, 2017 is in full effect and force. The tenancy is terminated. Using the offsetting provision under Section 72, the landlord is also entitled to the recovery of the \$100.00 filing fee. The landlord is entitled to retain \$100.00 from the security deposit in full satisfaction of the claim.

Conclusion

The landlord is 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 31, 2017

Residential Tenancy Branch