



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

Introduction

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
- 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 was sent to the tenant by registered mail on May 25 2017. The landlord entered into written evidence copies of the tracking slips, including the Canada Post Tracking Numbers. In accordance with sections 89 and 90 the *Act*, I am satisfied that the tenants were served with the landlord's dispute resolution hearing package.

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 the recovery of the filing fee from the tenant for this application?

Background and Evidence

The tenancy began on or about March 1, 2016. Rent in the amount of \$3500.00 is payable in advance on the first day of each month. The tenant paid a security deposit of \$1750.00 which the landlord holds in trust. The landlord issued a One Month Notice to End Tenancy for Cause on May 3, 2017 for repeated late rent payments. The landlord testified that the tenants were late in paying the rent for December 2016, February 2017, April 2017, and May 2017 and have made no payments for June or July 2017.

Analysis

It is worth noting that the tenants did not file an application to dispute the notice, attend the hearing or submit any documentation for this hearing.

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 issue 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.

Based on the above, and in the absence of any disputing evidence from the tenant, I find that the landlord has provided sufficient evidence to support their position, accordingly; I grant the landlord an order of possession.

The landlord is entitled to the recovery of the \$100.00 filing fee. Using the offsetting provision under Section 72 I authorize the landlord to retain \$100.00 from the security deposit in full satisfaction of that claim.

Conclusion

The One Month Notice to End Tenancy for Cause is in full effect and force, the tenancy is terminated. The landlord is granted an order of possession. The landlord can retain \$100.00 from the security deposit.

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: July 12, 2017

Residential Tenancy Branch