



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CENTURY GROUP LANDS CORP  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute codes**      CNC

### **Introduction**

This hearing was convened in response to an application filed by the tenant on July 05, 2017 to cancel a 1 Month Notice to End Tenancy for Cause (the Notice to End) dated June 26, 2017 and deemed received June 29, 2017. The Notice to End was given for solely the reason as: *Tenant is repeatedly late paying rent.*

Both the tenant and the landlord appeared in the conference call and each participated in the hearing via their submissions and their testimony. At the outset of the hearing the parties were afforded opportunity to mutually resolve their dispute to no avail.

The tenant acknowledged receiving the landlord's evidence consisting of 27 pages.

For this type of application, the onus is on the landlord to prove the Notice to End was issued for sufficient reason. The hearing advance on the merits of the landlord's onus.

### **Issue(s) to be decided**

Is there *sufficient* cause to end the tenancy?

Is the landlord entitled to an Order of Possession?

### **Background and evidence**

This tenancy began December 01, 2014. I have benefit of the tenancy agreement which states that the monthly rent is payable in advance no later than on the first day of each calendar month. The tenant testified they pay their rent via placing their rent cheque in the landlord's remittance box on the residential property. The landlord testified that the box is

emptied every day, the payment is deposited, and the payment is then recorded on their records all on the same day. The landlord provided relevant evidence as follows for the 6 month period prior to issuing the 1 Month Notice to End.

- On January 03, 2017 the landlord received the rent for January 2017.
- On February 16, 2017 the landlord received the rent for February 2017.
- On March 03, 2017 the landlord received the rent for March 2017.
- On April 18, 2017 the landlord received partial rent for April 2017.
- On May 24, 2017 the landlord received partial rent for May 2017.
- On June 02, 2017 the landlord received the rent / arrears for May and June 2017.
- On June 22, 2017 the landlord received partial rent for June 2017.

On the date of June 26, 2017 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause for repeated late payment of rent.

The tenant acknowledged they have been late paying the rent and that some payments were for partial rent, but that they are currently not in arrears. The landlord testified the tenant is in arrears \$670.00 as depicted in the rent ledger provided into evidence.

### **Analysis**

I accept the testimony of the tenant and the document evidence of the landlord and I have reflected on all relevant matters presented.

Residential Tenancy Policy Guideline **38: Repeatedly Late Payment of Rent**, in relevant part states as follows: (**emphasis mine**)

*The Residential Tenancy Act<sup>1</sup> and the Manufactured Home Park Tenancy Act<sup>2</sup> both provide that a landlord may end a tenancy where the tenant is repeatedly late paying rent.*

***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. However, if the late payments are far apart an arbitrator may determine that, in the circumstances, the tenant cannot be said to be “repeatedly” late*

*A landlord who fails to act in a timely manner after the most recent late rent payment may be determined by an arbitrator to have waived reliance on this provision.*

On the preponderance of the evidence and testimony provided, I accept the landlord's testimony and evidence and find the landlord has met their burden of proof and presented having *sufficient* cause to end this tenancy on the basis: *Tenant is repeatedly late paying rent.* Therefore, I uphold the landlord's Notice to End as valid; and effectively, the tenant's application to cancel the landlord's Notice to End is **dismissed** without leave to reapply. I find the landlord's Notice to End complies with the form and content required by **Section 52** of the act and is valid.

**Section 55(1)** of the Act states that if I dismiss the tenant's application or uphold the landlord's Notice to End I must grant the landlord an Order of Possession. The landlord is hereby entitled to an Order of Possession. In this matter as the effective date of the Notice to End has passed the landlord is given an Order of Possession effective 2 days from the day the Order is served on the tenant.

### **Conclusion**

The tenant's application is **dismissed**.

I grant an **Order of Possession** to the landlord effective 2 days from the day it is served on the tenant. This Order must be served on the tenant. Should the tenant then fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

**This Decision is final and binding.**

*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: September 25, 2017

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Residential Tenancy Branch