



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to section 47 of the *Residential Tenancy Act* (the “Act”) for an Order cancelling a notice to end tenancy.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Relevant Background and Evidence

The Landlord was unsure what day the tenancy started. The Tenant states that the tenancy started on November 1, 2017. The Parties agree that rent of \$950.00 is payable on the first day of each month.

The Landlord states that the Tenant has been repeatedly late paying rent having not paid rent on the first day of each of the months from January to July 2017 inclusive. The Landlord has difficulty recalling the date that the Tenant was served with a one month notice to end tenancy for cause (the “Notice”) dated July 14, 2017. The Tenant states that it received the Notice on July 17, 2017. The Parties agree that the reason selected on the second page of the Notice is that the Tenant has been repeatedly late

paying rent. The Tenant confirms that despite the lack of details on the second page of the Notice the Tenant is aware of the details of unpaid rent and confirms having paid the rent late for February, March, April and May 2017. The Parties agree that rent for October 2017 has been paid. The Tenant would like to remain in the unit and states that since July 2017 the rents have been paid on time and expects future rents to continue to be paid on time. The Landlord does not want the tenancy to continue if the Notice is found valid.

Analysis

Section 47 of the Act provides that a landlord may end a tenancy by giving a notice to end the tenancy if the tenant is repeatedly late paying rent. Based on the undisputed evidence of when rents were paid I find that the Landlord has substantiated that the Tenant has repeatedly paid rent late and that the Notice is valid. I therefore dismiss the Tenant's application.

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a tenant's notice, state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Although the Landlord did not provide details of the reason indicated for ending the tenancy on the Notice given the Tenant's evidence that the details were known to the

Tenant and considering that the Notice otherwise contains the required form and content, including the reason or grounds for ending the tenancy, I find that the Notice is effective. Given the dismissal of the Tenant's application I find that the Landlord is entitled to an order of possession. As the Tenant has paid the full rent for October 2017 I consider that it would be reasonable to provide the Landlord with the order of possession for October 31, 2017.

Conclusion

The Notice is valid and the Tenant's application is dismissed.

I grant an Order of Possession to the Landlord effective 1:00 p.m. on October 31, 2017.

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: October 04, 2017

Residential Tenancy Branch