



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC; FF; O

Introduction

This is the Tenant's Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause issued August 30, 2017 (the "Notice"); for unspecified "other" order(s); and to recover the cost of the filing fee from the Landlords.

The parties gave affirmed testimony during the Hearing. It was determined that the Landlords were served with the Notice of Hearing documents and copies of the Tenant's documentary evidence by registered mail. The Tenant acknowledged receipt of the Landlords' documentary evidence.

Issue(s) to be Decided

Is the Notice a valid notice to end the tenancy?

Background and Evidence

On February 28, 2017, the Tenant was served with a Notice of Rent Increase, effective June 1, 2017, increasing monthly rent from \$975.00 to \$1,011.00 effective June 1, 2017.

The Landlords' agent testified that the Tenant did not pay the rent increase, and therefore the agent issued the Notice and served the Tenant with the Notice on August 30, 2017. The Tenant acknowledged receiving the Notice on August 30, 2017.

The Tenant acknowledged that he did not pay the monthly rent increase of \$36.00 when it was due on June 1, July 1, August 1, or September 1, 2017. The Tenant paid \$975.00 for June to September's rent, and paid \$144.00 to the Landlord on September 6, 2017, representing the outstanding rent for June to September, 2017.

The Tenant testified that he did not initially pay the rent increase because he had some concerns with respect to the cleanliness of the building, and in particular the parking garage. The Tenant stated that he told the Landlord's agent he would be happy to pay the rent increase once his concerns had been addressed.

The Landlords' agent stated that he wanted an Order of Possession effective January 31, 2018, in order to allow the Tenant more time to find alternate accommodation.

Analysis

The Notice indicates the following reasons for ending the tenancy:

- Tenant is repeatedly late paying rent.
- Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.
- Tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

The Landlords' agent stated that the Landlords did not wish to proceed with the second reason for seeking to end the tenancy. In addition, the Landlords provided no evidence that the Tenant had engaged in any illegal activity. Therefore, the only remaining issue is whether or not the Tenant is repeatedly late paying rent.

The Landlords provided a copy of the Notice of Rent Increase dated February 28, 2017. I find that this is a valid notice to increase the rent.

Section 26 of the Act requires a tenant to pay rent when it is due whether or not the Landlord complies with the Act, regulation or tenancy agreement unless the tenant has a right under the Act to deduct all or a portion of the rent. In this case, I find that the Tenant had no such right.

The Tenant did not pay full rent when it was due on June 1, July 1, or August 1, 2017, and therefore the Landlord's agent issued the Notice on August 30, 2017. The Residential Tenancy Branch Policy Guidelines provide that three late payments of rent constitute "repeated late payment" of rent. I find that the Tenant was repeatedly late paying rent and that the Notice is a valid notice to end the tenancy.

The Tenant's application to cancel the Notice is dismissed. I find that the tenancy ended on September 30, 2017, and that the Tenant is overholding. Further to the provisions of Section 55 of the Act, the Landlords are entitled to an Order of Possession. I find that the Landlords are entitled to the Order of Possession to be effective 2 days after service of the Order upon the Tenant. However, the Landlords' agent asked that the Order of Possession be effective January 31, 2018, and therefore I make the Order effective on that date.

The Tenant must pay \$1,011.00 to the Landlord on December 1, 2017 and \$1,011.00 on January 1, 2018, for use and occupancy of the rental unit.

The Tenant has not been successful in his application to cancel the Notice and therefore I order that he bear the cost of the filing fee.

Conclusion

The Tenant's Application is dismissed.

The Landlords are hereby provided with an Order of Possession effective 1:00 p.m., January 31, 2018. This Order must be served on the Tenant and may be enforced in the Supreme Court of British Columbia.

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: November 27, 2017

Residential Tenancy Branch