



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FFL, OPC,

### Introduction

This is an application brought by the Landlord(s) requesting an Order of Possession based on Notice to End Tenancy for cause, and requesting an order for recovery of their \$100.00 filing fee.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed

### Issue(s) to be Decided

The issue is whether or not the landlords have established the right to an Order of Possession of this rental unit.

### Background and Evidence

The parties agree that this tenancy began on September 1, 2015 and that the present monthly rent is \$900.00, due on the first of each month.

The parties also agree that on November 1, 2017 the tenant was served with a one-month Notice to End Tenancy listing the following reasons:

- Tenant is repeatedly late paying rent.
- Tenant has allowed an unreasonable number of occupants in the unit.
- Tenant or person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property.

I dealt first with the allegation of repeated late rent.

The landlords testified that at the beginning of the tenancy the rent was originally paid on time, however from 2016 until now the rent has been late frequently and further stated that they have provided evidence to show how often the rent was late.

The landlords testified that rent for the months of November and December 2017, and January 2018, has been on time however they have issued rent receipts for use and occupancy only, and are still requesting an Order of Possession.

The tenant testified that she does not dispute that rent was late on numerous occasions however she states, that she always notified the landlords when the rent was going to be late, and the landlords agreed to accept the late rent.

The tenant therefore stated that, since the landlord agreed to accept the rent late, the landlord should not be able to end the tenancy for repeated late rent.

In response to the tenants testimony the landlords further testified that the tenant did notify them when rent was going to be paid late, and they did accept the late rent, however they felt they had no other option, and were willing to work with the tenant.

### Analysis

Section 47(1)(b) of the Residential Tenancy Act states:

**47** (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(b) the tenant is repeatedly late paying rent;

In this case the tenant has admitted that she has repeatedly paid the rent late and, although she states that she always informed the landlord when it was going to be late, it is my finding that the rent is still considered late, even if the landlord agrees to accept it after the normal due date.

It is my decision therefore that the landlords do have reasonable grounds to end this tenancy for repeated late rent payments, and as a result I allow the landlords request for an Order of Possession and recovery of the \$100.00 filing fee.

As this tenancy is ending for repeated late rent, there is no need for me to make a finding on the other reasons given on the Notice to End Tenancy.

During the hearing the landlord agreed to allow this tenant to stay to the end of February 2018 as long as rent is paid for that month, and the tenant has agreed to this provision.

### Conclusion

Pursuant to sections 47 and 55 of the Residential Tenancy Act I have issued an Order of Possession for 1:00 p.m. on February 28, 2018.

I have also issued a monetary order pursuant to section 72 of the Residential Tenancy Act in the amount of \$100.00 to cover the landlords cost of the filing fee

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: January 23, 2018

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Residential Tenancy Branch