



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNE (CNC), CNR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 40;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 39.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed receipt of the notice of hearing package. Neither party raised any issues with service. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per section 90 of the Act.

Preliminary Issue

It was clarified at the outset that the tenant's application for dispute was for cancellation of a 1 Month Notice to End Tenancy for Cause (CNC) and not for End of Employment (CNE) as filed.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 1 Month Notice?
Is the tenant entitled to an order cancelling the 10 Day Notice?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

Both parties confirmed that the landlord serve the tenant with the 1 Month Notice dated January 4, 2018 in person to an unknown female resident. The 1 Month Notice dated January 4, 2018 sets out an effective end of tenancy date of February 5, 2018 and provides for one reason selected as:

Tenant is repeatedly late paying rent.

The details of dispute listed by the landlord states,

Contract not signed, Refuses to, Old contract deactivated new contact pay same as everybody else.

[Reproduced as written]

The landlord claims that the tenant is repeatedly late paying rent. The tenant stated that he "can't dispute" the late payment of rent. The tenant stated that his own documentary evidence concludes this. The tenant provided "no reason" to cancel the 1 Month Notice.

Analysis

In an application to cancel a 1 Month Notice, the landlord has the onus of proving on a balance of probabilities that at least one of the reasons set out in the notice is met.

In this case, I accept the undisputed evidence of both parties that the landlord properly served the tenant with the 1 Month Notice dated January 4, 2018. The tenant confirmed in his direct testimony that he "can't dispute" the late payments of rent and stated further that his own documentary evidence confirmed this.

As such, I find that the landlord has proven on a balance of probabilities that the tenant has been repeatedly late paying rent as per the 1 Month Notice dated January 4, 2018. The tenant's application is dismissed. The 1 Month Notice dated January 4, 2018 is upheld.

Pursuant to section 48 of the Act, the landlord is granted an order of possession to be effective 2 days after the tenant has been served by the landlord.

Conclusion

The tenant's application is dismissed.
The landlord is granted an order of possession.

This order must be served upon the tenant. Should the tenant 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 made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: February 27, 2018

Residential Tenancy Branch