



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC, RP

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and for an order directing the landlord to carry out repairs.

The notice of hearing was served on the landlord on January 12, 2018, by registered mail. The landlord contacted the tenant and requested that the hearing be adjourned because she had travel plans. The tenant refused. The landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord.

### **Background and Evidence**

The tenancy began on May 01, 2017. The monthly rent is \$1,600.00 payable on the first day of each month. The tenant agreed that she was late paying rent on several occasions but was in touch with the landlord and kept her updated on her circumstances. The tenant testified that she had some personal issues that she was able to resolve and stated that she was confident that from now on rent would be paid on time.

On December 27, 2017, the landlord served the tenant with a notice to end tenancy for repeated late payments of rent. The tenant disputed it in a timely manner. The landlord filed evidence to support the notice but did not attend to present her case.

### **Analysis**

In order to support the notice to end tenancy, the landlord must prove that the tenant was repeatedly late paying rent. The landlord filed evidence to support the notice to end tenancy but did not attend the hearing and did not arrange for someone to represent her at the hearing.

The landlord also continued to accept rent from the tenant without informing her that it was accepted for use and occupancy only. The tenant was given to understand that the tenancy was reinstated.

Based on the above, I find that the notice to end tenancy must be set aside and the tenancy will continue.

The remainder of the tenant's application is dismissed with leave to reapply.

**Conclusion**

The notice to end tenancy is set aside and the tenancy shall continue.

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: March 01, 2018

---

Residential Tenancy Branch