



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC

### Introduction

This is an application brought by the Landlord requesting an Order of Possession based on a one-month Notice to End Tenancy that was given for repeated late rent payments.

A substantial amount of 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 issues are whether or not the landlord has the right to an Order of Possession.

### Background and Evidence

The parties agree that this tenancy began on June 1, 2012, and that the present rent is \$1000.00, due on the first of each month.

The parties also agree that, on February 7, 2018, the tenant was served with a one-month Notice to End Tenancy for repeated late rent payments.

The landlord testified that the rent has been late every month since August of 2017, and that the March 2018 rent has not been paid at all.

The tenant admitted that rent has been late on numerous occasions; however he stated that, every time it was late he phoned the landlord to let her know it would be late, and the landlord never said that he would be evicted.

The tenant also testified that he has not filed any dispute of the one-month Notice to End Tenancy.

### 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;*

Further, sections 47(4) & 47(5) of the Residential Tenancy Act state:

***47(4)** A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.*

***47(5)** If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant*

*(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and*

*(b) must vacate the rental unit by that date.*

In this case, the tenant has admitted that rent is been late on numerous occasions, and although the tenant states that the landlord never warned him he would be evicted for paying his rent late, the landlord has no obligation to provide a warning to the tenant. The landlord therefore, does have the right to end this tenancy for repeated late rent payments.

Further, the tenant has admitted that he has not filed any dispute of the Notice to End Tenancy, and therefore, as stated above, the tenant is conclusively presumed to have accepted that the tenancy ends, and he must vacate the rental unit.

It is my decision therefore, pursuant to section 62 of the Residential Tenancy Act, that I will allow the landlord's request for an Order of Possession.

Conclusion

Pursuant to sections 47 and 55 of the Residential Tenancy Act, I have issued an Order of Possession for 1:00 PM on March 31, 2018.

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 26, 2018

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Residential Tenancy Branch